



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: October 7, 2009

Time: Closed Session 6:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

NOTE: All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Sean Angoco against City of Lodi Based on Personal Injury
- b) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Roy Beams against City of Lodi Based on Personal Injury

C-3 Adjourn to Closed Session

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll call

B. Invocation – Pastor Mark Price, St. Paul Lutheran Church

C. Pledge of Allegiance

D. Presentations

- D-1 Awards – None
- D-2 Proclamations
 - a) Domestic Violence Awareness Month
 - b) National Arts and Humanities Month (COM)
- D-3 Presentations – None

E. Consent Calendar (Reading; Comments by the Public; Council Action)

- E-1 Receive Register of Claims in the Amount of \$3,146,304.67 (FIN)
- E-2 Approve Minutes (CLK)
 - a) September 15, 2009 (Shirtsleeve Session)
 - b) September 16, 2009 (Regular Meeting)
 - c) September 22, 2009 (Shirtsleeve Session)
 - d) September 29, 2009 (Shirtsleeve Session)
- E-3 Receive the Report of the Sale of Surplus Equipment (PW)
- E-4 Approve Specifications and Authorize Advertisement for Bids for Continued Maintenance of Landscape Areas for 2010 Calendar Year (PW)

- E-5 Approve Specifications and Authorize Advertisement for Bids for Street Sign-Making Equipment (PW)
- Res. E-6 Adopt Resolution Approving Annual Purchase Order with D.C. Frost Associates, Inc., of Walnut Creek, for Materials and Services Needed to Maintain Ultraviolet Disinfection System at White Slough Water Pollution Control Facility (\$308,180) (PW)
- Res. E-7 Adopt Resolution Approving Purchase Order with Cummins West, Inc., of San Francisco, for Purchase and Installation of Diesel Filters for Four City Vehicles (\$60,695) (PW)
- Res. E-8 Adopt Resolution Approving Purchase of John Deere Loader from Pape Machinery, of French Camp, and Appropriating Funds (\$90,000) (PW)
- Res. E-9 Adopt Resolution Authorizing Additional Task Order with Treadwell & Rollo Regarding PCE/TCE Cleanup and Appropriating Funds (\$27,500) (PW)
- Res. E-10 Adopt Resolution Awarding Contract for Professional Services for Grape Bowl All Weather Surface Project to Beals Alliance, of Sacramento (\$126,330), and Appropriating Funds (\$156,000) (PW)
- Res. E-11 Adopt Resolution Awarding Contract for DeBenedetti Park (G-Basin) Storm Drain Improvements to Teichert Construction, of Stockton (\$362,168), Appropriating Funds (\$470,000), and Authorizing the City Manager to Execute an Incidental Take Minimization Measures for the Project (PW)
- E-12 Accept Improvements under Contract for Lodi Public Library Entry Project (PW)
- E-13 Set Public Hearing for October 21, 2009, to Consider Amending an Ordinance Regarding the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan and Adopt Resolution Setting the Development Fees for 2010 (CD)

F. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

G. Comments by the City Council Members on Non-Agenda Items

H. Comments by the City Manager on Non-Agenda Items

I. Public Hearings

- Res. I-1 Public Hearing to Consider Reallocation of Available Urban County Community Development Block Grant and HOME Program Funding (CD)
- Res. I-2 Public Hearing to Consider Resolution Approving New Rates for Solid Waste Collection (PW)

J. Communications

- J-1 Claims Filed Against the City of Lodi – None
- J-2 Appointments – None
- J-3 Miscellaneous – None

K. Regular Calendar

- Res. K-1 Adopt Resolution Awarding Professional Services Agreement to RMC Water and Environment, of Walnut Creek, for Water Meter Planning, Design, and Program Management Services Project (\$2,815,183) and Appropriating Funds (\$3,250,000) (PW)
- K-2 Provide Direction with Regard to Request by Councilmember Mounce to Discuss Mobile Food Vendor Ordinance Pertaining to the Number of Vendors and Parking (CA)
- Res. K-3 Adopt Resolution Amending the Bylaws for the Greater Lodi Area Youth Commission and Directing the City Clerk to Post for One Adult Advisor Vacancy on the Commission (CLK)
- Ord. K-4 Reintroduce Ordinance Amending Lodi Municipal Code Title 16 – Subdivisions – Chapter 12, (Introduce) “Parcel Maps,” and Chapter 16, “Final Maps” (PW)

L. Ordinances – None

M. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl
City Clerk



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Domestic Violence Awareness Month

MEETING DATE: October 7, 2009

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Hansen present a proclamation proclaiming the month of October 2009 as "Domestic Violence Awareness Month" in the City of Lodi.

BACKGROUND INFORMATION: The Mayor was requested to present a proclamation proclaiming the month of October 2009 as "Domestic Violence Awareness Month" in the City of Lodi. Paula Grech, representing the San Joaquin County Women's Center - Lodi Office, will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: National Arts and Humanities Month

MEETING DATE: October 7, 2009

PREPARED BY: Division of Arts & Culture

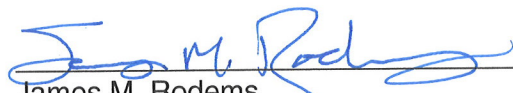
RECOMMENDED ACTION: Present proclamation proclaiming October 2009 as National Arts and Humanities Month in the City of Lodi. National Arts and Humanities month is coordinated by Americans for the Arts, the national organization working to empower communities with the resources and support necessary to provide access to all of the arts for all of the people.

BACKGROUND INFORMATION: This month-long celebration is the largest annual celebration of the arts and humanities in the nation. On Thursday, October 22, 2009, the Division of Arts and Culture, along with the Lodi Arts Commission, will be hosting its seventh annual Arts Open House. Representatives from many of Lodi's arts agencies, as well as instructors from the City's Division of Arts and Culture, will be on hand to speak about their programs, demonstrate their crafts, and distribute information about their organizations.

This free event, suitable for the entire family, will be held from 6:30 p.m. to 8:30 p.m., in Crete Hall and Charlene Powers Lange Performing Arts Theatre at Hutchins Street Square.

FISCAL IMPACT: None

FUNDING AVAILABLE: None


James M. Rodems
Community Center Director

JR/DA

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims Dated September 3 and September 10, 2009 in the Total Amount of \$3,146,304.67

MEETING DATE: October 7, 2009

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$3,146,304.67.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$3,146,304.67 dated 09/03/09 and 09/10/09. Also attached is Payroll in the amount of \$1,195,150.90.

FISCAL IMPACT: n/a

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Blair King, City Manager

Accounts Payable
Council Report

Page 1
Date - 09/16/09
Amount

As of Thursday	Fund	Name	Amount
09/03/09	00100	General Fund	801,305.38
	00160	Electric Utility Fund	21,993.48
	00164	Public Benefits Fund	3,659.71
	00166	Solar Surcharge Fund	10,608.00
	00170	Waste Water Utility Fund	13,884.87
	00171	Waste Wtr Util-Capital Outlay	173,901.78
	00172	Waste Water Capital Reserve	8,704.00
	00180	Water Utility Fund	2,628.44
	00210	Library Fund	2,656.42
	00211	Library Capital Account	18,585.79
	00260	Internal Service/Equip Maint	31,838.05
	00270	Employee Benefits	6,199.20
	00321	Gas Tax	18,207.76
	00340	Comm Dev Special Rev Fund	3,015.58
	00345	Community Center	4,228.75
	00346	Recreation Fund	6,321.55
	00501	Lcr Assessment 95-1	160,040.00
	01218	IMF General Facilities-Adm	2,047.50
	01250	Dial-a-Ride/Transportation	202,760.01
	01410	Expendable Trust	1,515.10
Sum			1,494,101.37
	00184	Water PCE-TCE-Settlements	210.00
Sum			210.00
Total for Week			1,494,311.37

Accounts Payable
Council Report

Page
Date
Amount

- 1
- 09/16/09

As of Thursday	Fund	Name	
09/10/09	00100	General Fund	480,053.52
	00160	Electric Utility Fund	107,501.09
	00161	Utility Outlay Reserve Fund	402.75
	00164	Public Benefits Fund	1,488.54
	00170	Waste Water Utility Fund	29,260.10
	00172	Waste Water Capital Reserve	25,400.15
	00180	Water Utility Fund	35,257.23
	00181	Water Utility-Capital Outlay	86,917.81
	00182	IMF Water Facilities	1,138.85
	00210	Library Fund	1,234.05
	00211	Library Capital Account	56,643.13
	00234	Local Law Enforce Block Grant	181.75
	00235	LPD-Public Safety Prog AB 1913	61.15
	00260	Internal Service/Equip Maint	16,778.16
	00270	Employee Benefits	428,787.15
	00321	Gas Tax	22,054.40
	00340	Comm Dev Special Rev Fund	10,047.69
	00345	Community Center	14,112.75
	00346	Recreation Fund	4,305.41
	00502	L&L Dist Z1-Almond Estates	346.19
	00503	L&L Dist Z2-Century Meadows I	220.17
	00506	L&L Dist Z5-Legacy I,II,Kirst	569.78
	00507	L&L Dist Z6-The Villas	478.86
	00509	L&L Dist Z8-Vintage Oaks	185.24
	01211	Capital Outlay/General Fund	6,205.21
	01212	Parks & Rec Capital	338.58
	01218	IMF General Facilities-Adm	2,542.50
	01250	Dial-a-Ride/Transportation	316,660.96
	01410	Expendable Trust	2,652.13
Sum			1,651,825.30
	00184	Water PCE-TCE-Settlements	168.00
Sum			168.00
Total for Week			
Sum			1,651,993.30

Council Report for Payroll

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Date 09/16/09

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	08/23/09	00100	General Fund	729,301.92
		00160	Electric Utility Fund	149,340.29
		00164	Public Benefits Fund	5,354.43
		00170	Waste Water Utility Fund	90,655.75
		00180	Water Utility Fund	1,532.32
		00210	Library Fund	29,862.02
		00235	LPD-Public Safety Prog AB 1913	2,460.60
		00260	Internal Service/Equip Maint	21,591.24
		00321	Gas Tax	48,298.17
		00340	Comm Dev Special Rev Fund	27,617.97
		00345	Community Center	27,221.25
		00346	Recreation Fund	55,174.84
		01250	Dial-a-Ride/Transportation	6,740.10
Pay Period Total:				
Sum				1,195,150.90



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) September 15, 2009 (Shirtsleeve Session)
b) September 16, 2009 (Regular Meeting)
c) September 22, 2009 (Shirtsleeve Session)
d) September 29, 2009 (Shirtsleeve Session)

MEETING DATE: October 7, 2009

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) September 15, 2009 (Shirtsleeve Session)
b) September 16, 2009 (Regular Meeting)
c) September 22, 2009 (Shirtsleeve Session)
d) September 29, 2009 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A through D.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR

Attachments

APPROVED: _____
Blair King, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 15, 2009**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, September 15, 2009, commencing at 7:02 a.m.

Present: Council Member Hitchcock, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Absent: Council Member Johnson

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Presentation and Discussion of the Tiered Structure of Metered Water and Wastewater Rates (PW)

City Manager King provided a brief introduction to the subject matter of the residential metered water and wastewater rates.

Public Works Director Wally Sandelin and Bob Reed, representative from Reed Group, Inc., provided a PowerPoint presentation regarding the residential metered water and wastewater rates. Specific topics of discussion included existing customer accounts, elements of rate structures, water rate structure issues, tiered residential water rates, wastewater rate issues, residential wastewater rates, and implementation time line.

In response to Mayor Hansen, Mr. Sandelin stated the larger industrial users included General Mills and Cottage Bakery. He stated the multi-family structures were receiving a single bill sent to the property owner.

In response to Council Member Mounce, Mr. Reed stated the proposed model does not take into account a special permit for irrigation purposes or other specific situations for separate lots. Mr. Reed stated one option may be a separate connection for a separate lot with fruit trees or the like.

In response to Council Member Hitchcock, Mr. Reed stated that during the winter months approximately 90% of the usage falls into the first tier and during the summer months the second tier becomes larger. He stated the first tier generally represents more indoor usage while the second tier includes discretionary uses.

In response to Mayor Hansen, Mr. Reed confirmed the third tier would apply to every unit assessed beyond the second tier usage.

In response to Council Member Hitchcock, Mr. Reed stated the first tier generally represents about 85% to 90% of usage during the winter time, while in the summer time about 30% will remain in the first tier with about 70% going into the second tier, and 5% into the third tier.

In response to Council Member Hitchcock, Mr. Reed stated 5 to 8 years may be a good time to do a rate model with multi-family dwellings as that may be enough time to collect data from the meters. He stated that due to the variables, including different sizes, the uniform rate is applied to multi-family structures.

In response to Council Member Mounce, Mr. Reed stated a metered rate for a duplex would be similar to a uniform rate and would go to the property owner for multi-family dwellings.

In response to Council Member Hitchcock, Mr. Reed stated the uniform rate reflects the average cost for all usage and the weighted average of tiers one and two would be applied to uniform rates.

In response to Council Member Mounce, Mr. Sandelin stated staff will be coming back to Council in the future with sample rates based on additional data collection from the 16 or so properties being sampled. Mr. King stated the goal is to get the preliminary structure in and to make comparables with metered rates for a one-year period prior to assessing the actual metered costs, which will also allow for adjustments if needed. Mr. Sandelin further replied that he believes 2 or 3 properties being sampled out of the 16 are on the east side of town along Stockton Street.

In response to Council Member Hitchcock, Mr. Schwabauer stated the first year or two may show conservation based rates and then the rates will balance out after a few years. Mr. Reed stated the objective is to generate sufficient revenue to provide the service and not to generate excess; although, there may be some variety in the first few years, which can be buffered with sufficient reserves.

In response to Council Member Hitchcock, Mr. Reed stated in general the rates should reflect the proportionate burden that each group, whether it is residential or industrial, places on the system and balance accordingly. He stated the principle is that basically everyone pays for what it costs.

In response to Mayor Pro Tempore Katzakian, Mr. Reed stated the specific calculations for the second tier are not available at this point, although the cost of the utility will generally remain the same. Further, Mr. Reed stated the 70% average is based on best practices and standards for conservation-oriented structures, the requirement comes into play once the City is fully metered, and while 70% is the goal the City will likely start at a lower number. Mr. King explained that the State allows a 30% fixed rate and 70% variable rate based on actual usage.

In response to Council Member Hitchcock, Mr. Reed stated that for the wastewater rate model the numbers are based on winter usage because the water used for irrigation does not go into the sewer system and there is an inference that the water usage during winter months is actually going into the sewer system.

In response to Myrna Wetzel, Mr. Sandelin confirmed that the purple pipe system is unrelated to the current subject matter of the metered water and wastewater rates.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:25 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, SEPTEMBER 16, 2009**

- C-1 Call to Order / Roll Call - N/A
- C-2 Announcement of Closed Session - N/A
- C-3 Adjourn to Closed Session - N/A
- C-4 Return to Open Session / Disclosure of Action - N/A
- A. Call to Order / Roll call

The Regular City Council meeting of September 16, 2009, was called to order by Mayor Hansen at 7:02 p.m.

Present: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Absent: None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

NOTE: Council Member Johnson participated in the meeting via telephone conference call from 950 S. Fairmont Avenue, Lodi, for the entire meeting.

- B. Invocation - Pastor Bill Cummins, Bear Creek Community Church
- C. Pledge of Allegiance
- D. Presentations
- D-1 Awards - None
- D-2 Proclamations - None
- D-3 Presentations
- a) Presentation of Certificate of Recognition to the Lodi Appellation for its Participation with the City of San Francisco on the First Treasure Island Wine Festival, October 11, 2009

Mayor Hansen presented a Certificate of Recognition to Anna Goehring, Marketing Manager with the Lodi-Woodbridge Winegrape Commission, for its participation with the City of San Francisco on the first Treasure Island Wine Festival to be held October 11, 2009.

- E. Consent Calendar (Reading; Comments by the Public; Council Action)

Mayor Hansen made a motion, second by Council Member Mounce, to approve the following items hereinafter set forth, **except those otherwise noted**, in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian,

Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

E-1 Receive Register of Claims in the Amount of \$5,955,963.70 (FIN)

Claims were approved in the amount of \$5,955,963.70.

E-2 Approve Minutes (CLK)

The minutes of September 1, 2009 (Shirtsleeve Session), September 2, 2009 (Regular Meeting), and September 8, 2009 (Shirtsleeve Session) were approved as written.

E-3 Authorize City Manager to Execute Agreement with U.S. Department of Justice Community Oriented Policing Services (COPS) to Accept the COPS Hiring Recovery Program Grant to Fund Four Entry-Level Police Officer Positions for Three Years (\$1,430,676) (PD)

Authorized the City Manager to execute an agreement with the U.S. Department of Justice Community Oriented Policing Services (COPS) to accept the COPS Hiring Recovery Program Grant to fund four entry-level police officer positions for three years in the amount of \$1,430,676.

E-4 Consider Adjusting Purchase Price by \$32,151.01 of the \$355,000 Paid for 217 East Lockeford Street by the Eagles Hall (CA)

Council Member Hitchcock pulled this item for further discussion.

City Attorney Schwabauer briefly explained that there is a \$30,000 credit toward the purchase price due to a clean-up from a fire that occurred on the property some time ago, which was not known at the time of the sale.

Council Member Hitchcock made a motion, second by Council Member Mounce, to adjust the purchase price by \$32,151.01 of the \$355,000 paid for 217 East Lockeford Street by the Eagles Hall.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

E-5 Set Public Hearing for October 7, 2009, to Consider Reallocation of Available Urban County Community Development Block Grant and HOME Program Funding (CD)

Set public hearing for October 7, 2009, to consider reallocation of available Urban County Community Development Block Grant and HOME Program funding.

E-6 Set Public Hearing for October 21, 2009, to Consider Service and Route Modifications Due to State Budget Cuts for Local Transit Services (PW)

Set public hearing for October 21, 2009, to consider service and route modifications due to State budget cuts for local transit services.

F. Comments by the Public on Non-Agenda Items

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Felix Huerta spoke regarding his concerns of transferring a position from one department to another department, the meet and confer process, and requested a meeting with the City Manager regarding the same.

Robin Rushing spoke regarding his concerns about the process associated with raising rates and the Proposition 218 public hearings. He also spoke regarding his concerns about State spending.

G. Comments by the City Council Members on Non-Agenda Items

Council Member Mounce requested that the mobile food vendor ordinance be brought to Council for discussion in light of the concerns regarding the number of vendors and parking. She also suggested the formation of a transit-oriented citizen committee to assist with transit challenges in the community. Mr. Schwabauer stated there is an existing ordinance that prohibits certain commercial vehicles from parking in residential areas.

Council Member Hitchcock reported on the success of test scores for Claremont Elementary School and the Lodi Unified School District.

Council Member Johnson stated he is disappointed that AFSCME is conducting labor negotiations in public in light of his previous involvement in the process and expressed his confidence in the Human Resources Manager's ability to address the matter.

Mayor Hansen reported on his attendance at meetings and specifically discussed renewable standards and the ability to subscribe to green energy outside the State of California.

H. Comments by the City Manager on Non-Agenda Items

City Manager King provided a brief status report regarding the California securitization efforts and the Healthy Cities Initiative and related event to be held on September 24, 2009. Mr King also stated he is confident that the requirements under the law were met by the meet and confer team with respect to the personnel issue referred to by Mr. Huerta.

I. Public Hearings - None

J. Communications

J-1 Claims Filed Against the City of Lodi - None

J-2 Appointments - None

J-3 Miscellaneous

a) Monthly Protocol Account Report (CLK)

Council Member Mounce made a motion, second by Council Member Hitchcock, to accept the cumulative Monthly Protocol Account Report through August 31, 2009.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

K. Regular Calendar

K-1 Introduce Ordinance Amending Lodi Municipal Code Title 16 - Subdivisions - Chapter 12, "Parcel Maps," and Chapter 16, "Final Maps" (PW)

City Manager King briefly introduced the subject matter of Lodi Municipal Code Title 16.

Public Works Director Wally Sandelin provided a presentation regarding Title 16 of the Lodi Municipal Code. Mr. Sandelin described the relevant code section and the related support of the GIS system.

In response to Council Member Hitchcock, Mr. Sandelin stated the proposed ordinance reflects master marks in the City and adds consistency with the GIS mapping. Mr. Sandelin confirmed that this is the first time the marks and mapping are being brought forward in light of the advancement in technology.

In response to Mayor Hansen, Mr. Sandelin stated the control points are tied into the GIS mapping system.

In response to Council Member Mounce, Mr. Sandelin briefly reviewed the streets and control points discussed on the overhead map.

In response to Council Member Johnson, Mr. Sandelin stated the specialized service requires technical software in order to account for the earth's measurements and surface calculations.

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, to introduce Ordinance No. 1824 amending Lodi Municipal Code Title 16 - Subdivisions - Chapter 12, "Parcel Maps," and Chapter 16, "Final Maps."

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

K-2 Adopt Resolution Approving Grape Bowl Facility Renovation and/or Maintenance Fee Policy (PR)

City Manager King briefly introduced the subject matter of the Grape Bowl renovation and maintenance fee policy.

Interim Parks and Recreation Director Jim Rodems provided a presentation regarding the

proposed one dollar surcharge for the Grape Bowl facility. Specific topics of discussion included revenue generation for maintenance, industry mechanisms, deferred maintenance, proposed facility fee charge of \$1 for future events, League game exceptions, similar charges for other venues, and the terms of the policy.

In response to Council Member Mounce, Mr. Rodems stated Parks and Recreation Commission considered and approved the proposal.

In response to Council Member Hitchcock, Mr. Rodems stated the non-league games could generate approximately \$3,000 in revenue from the facility fee. He stated the fee would generally apply to anybody that charges a ticket for entry and there is no additional staffing recommended for administration or accounting.

In response to Mayor Hansen, Mr. Rodems stated staff met with the school district and the proposed fee sets a foundation for future events at the Grape Bowl.

Council Member Mounce requested a copy of the minutes from the Parks and Recreation Commission meeting at which the subject matter was discussed.

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, to adopt Resolution No. 2009-126 approving the Grape Bowl Facility Renovation and/or Maintenance Fee Policy.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

K-3 Status Report Regarding Energy Efficiency and Conservation Block Grant Funded Projects (EUD)

City Manager King provided a brief introduction to the subject matter of the Energy Efficiency and Conservation Block Grant.

Interim Electric Utility Director Ken Weisel provided a PowerPoint presentation regarding the Energy Efficiency and Conservation Block Grant. Specific topics of discussion included the American Recovery and Reinvestment Act, Grape Bowl lighting retrofit, Kofu Park community building, Community Center energy management system retrofit, Lodi computer server energy efficiency project, Lodi Keep Your Cool project, Lodi Lodging Pilot project, low-income customer refrigerator replacement program, Lodi Cool the Earth educational pilot project, home improvement rebate program, and the solar-powered trash compaction pilot project.

Interim Parks and Recreation Director Jim Rodems provided a PowerPoint presentation regarding the solar-powered trash cans. Specific topics of discussion included current operations, traditional trash cans, plan for solar-powered cans, solar-powered compacting cans, estimated labor savings, other savings, fuel savings, capital cost recovery, and actual capital outlay.

In response to Council Member Hitchcock, Mr. Rodems stated the current trash cans are grouped in heavily utilized areas in the park and the solar trash cans would help alleviate such groupings.

In response to Council Member Mounce, Mr. Rodems stated the program is being launched as a pilot program with grant funding and if there is sufficient savings a plan can be made for the

ongoing replacement of the cans.

In response to Council Member Mounce, Mr. Rodems stated staff will continue to monitor compaction and smell during the pilot program.

In response to Council Member Mounce, Mr. Rodems stated the solar cans will work on overcast days because the cans operate with ambient light.

In response to Council Member Mounce, Mr. Rodems confirmed that the economic stimulus funds and related programs were brought for consideration before the Parks and Recreation Commission, although there may not have been a formal vote on the matter.

In response to Mayor Hansen, Mr. Rodems stated the trash cans weigh approximately 300 lbs. and are bolted to the ground.

In response to Mayor Hansen, Mr. Rodems stated the trash cans are equipped with a scanning mechanism and staff receives electronic notification when the trash cans become full.

In response to Mayor Hansen, Mr. Lechner stated the "Cool the Earth" education campaign was successfully implemented by other utilities, educators are running the campaigns in the school sites directly, there are a variety of efforts associated with the kids learning and educating the parents, and there are homework assignments and contests associated with the program.

In response to Mayor Hansen, Mr. Lechner stated it is likely that all the money will be used for the low income replacement refrigerator program.

In response to Mayor Hansen, Mr. Weisel stated the proposed programs do not currently apply to green or renewable standards.

In response to Council Member Hitchcock, Mr. Lechner stated the program meets with the science curriculum for grades 4 through 6 and fits with the school programs.

In response to Mayor Hansen, Mr. Lechner confirmed that the money is one-time funding.

In response to Council Member Johnson, Mr. Lechner stated it is estimated that for every student that is impacted by the program the City can claim up to 600 kilowatt hours of credit.

Mayor Hansen suggested getting children involved with naming the new trash cans.

This item was for informational purposes only, specific action was not taken.

K-4 Consider Resolution Opposing Development of a Peripheral Canal and Expansion of State Authority over Local Land-Use Decisions (CM)

City Manager King gave a brief overview of the subject matter of the development of the peripheral canal and reasons to oppose the same as outlined in the Council Communication.

In response to Council Member Hitchcock, Mayor Hansen commented that he feels the matter is being brought forth now because there is a general recognition of how important the water is. Council Member Mounce stated that, based on comments from Southern California attendees at a recent conference, there is support for the canal in order to address additional growth.

Council Member Mounce made a motion, second by Mayor Hansen, to adopt Resolution No. 2009-127 opposing development of a peripheral canal and expansion of State authority over

local land-use decisions.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

L. Ordinances - None

M. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:53 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 22, 2009**

The September 22, 2009, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 29, 2009**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, September 29, 2009, commencing at 7:02 a.m.

Present: Council Member Hitchcock, Mayor Pro Tempore Katzakian, and Mayor Hansen

Absent: Council Member Johnson, and Council Member Mounce

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Update on Preparedness to Public Health Threat from H1N1 Virus (FD)

City Manager King briefly introduced the subject matter of the public threat from the H1N1 virus.

Interim Fire Chief Kevin Donnelly and Ginger Wick, representative from San Joaquin County Public Health, provided a PowerPoint presentation regarding the H1N1 virus. Specific topics of discussion included H1N1 influenza overview, recognition of virus with potential to cause pandemic, signs and symptoms, spread of virus, protection from getting sick, everyday steps to protect, what to do if you get sick, emergency warning signs, warning signs in children, what is CDC doing, County efforts, expectations for influenza during fall and winter, public health planning efforts, efforts by the City, and a summary of the vaccine availability.

In response to Mayor Hansen, Chief Donnelly stated the H1N1 virus is not airborne, but rather droplet borne whereby it comes out and falls.

In response to Mayor Hansen, Ms. Wick stated because the virus is droplet borne and not airborne, a non-respiratory mask is not effective.

In response to Mayor Hansen, Ms. Wick stated the virus was discovered in March and April and the vaccine is in production, although it does take time to make and test the vaccine.

In response to Mayor Hansen, Ms. Wick stated the vaccination has gone through human testing, production is underway, and distribution will likely start in phases at the end of October.

In response to Council Member Hitchcock, Ms. Wick stated the vaccination has gone through limited human trials, is not a new method of producing vaccination, and is not controversial in the public health arena.

In response to Mr. King, Ms. Wick stated she has not heard of a shortage of the seasonal flu vaccine. She stated the Public Health Agency will begin administering the seasonal flu vaccination tomorrow free of charge at various clinics.

In response to Mayor Hansen, Chief Donnelly stated vaccinations are provided to public safety and first responders who are in direct contact with the public. Human Resources Manager Dean Gualco stated seasonal flu vaccinations are also available to City employees at their expense. Mr. Gualco stated Sutter Health has advised that the H1N1 vaccination will not be available until October and November. Ms. Wick confirmed that there will be two H1N1 vaccinations for ten and under and one vaccination for those over ten.

A brief discussion ensued among Mayor Hansen, Mr. King, and Chief Donnelly regarding the availability and benefits of antibacterial dispensers throughout City facilities including the library.

In response to Mr. King, Chief Donnelly stated because the H1N1 virus is droplet borne and not airborne, a mask may only be effective if an individual was within a three-foot or closer proximity to another infected individual.

In response to Mayor Hansen, Ms. Wick confirmed that the H1N1 vaccination is not available today and will not be available until mid to late October.

In response to Mayor Hansen, Ms. Wick stated she has not heard of specific incidents in Mexico and once the virus is pandemic it can be contracted anywhere worldwide.

In response to City Attorney Schwabauer, Chief Donnelly stated it is advised that an employee not return to work until 24 hours after they are no longer taking medication and there are no more symptoms present.

In response to Mayor Hansen, Mr. Wick stated the biggest difference with H1N1 is that it is affecting a different population between the ages of six months old and 24 years old. Chief Donnelly stated that, while there is ongoing information about the virus that is coming out, at this point the virus appears to be no more severe than the seasonal flu.

In response to Mr. King, Ms. Wick stated the Southern Hemisphere had seasonal flu and H1N1 circulating at the same time, which caused the initial influx of reporting.

In response to Council Member Hitchcock, Ms. Wick stated there is some speculation that people over 60 years of age may have some immunity based on an earlier virus that was similar to H1N1, although she has not heard of any immunity theories based on prior vaccinations.

In response to Myrna Wetzel, Chief Donnelly stated the relapse period between symptoms is probably no more than a week. He stated it is also important to remember that there are two flu viruses circulating and it is possible to have one and then get the second.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:56 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Report of Sale of Surplus Equipment
MEETING DATE: October 7, 2009
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Receive the report of sale of surplus equipment.

BACKGROUND INFORMATION: The Fleet Policies and Procedures approved by the City Council require the quarterly reporting of surplus equipment sales. The Fleet Services Division coordinates the paperwork once the City Manager and the Deputy City Manager authorize the disposition.

During the third calendar quarter of 2009, the City sold the following surplus equipment through Public Surplus, an on-line auction company, and First Capitol Auctions of Vallejo. The City received the following amounts from the sales:

<u>Vehicle</u>	<u>Department</u>	<u>Mileage</u>	<u>Sales Revenue</u>
2004 Crafc Trail (VIN 1418262)	Public Works	None	\$ 3,022.50
1991 JD Backhoe (VIN 80764)	Public Works	5,519	8,004.51
Tymco Broom Pick-up Head (No VIN)	Public Works	None	953.25
1994 Ford E350 Bus (VIN 70714)	Transit	250,940	296.25
1994 Ford E350 Bus (VIN 54009)	Transit	283,094	296.25
1994 Ford E350 Bus (VIN 70708)	Transit	305,950	296.25
1994 Ford E350 Bus (VIN 70719)	Transit	284,676	<u>296.25</u>
Total:			\$13,165.26

FISCAL IMPACT: Revenues received from the sale of vehicles are credited as follows and are used to help fund the replacement of these vehicles.

Streets and Drainage (3211)	\$11,980.26
Transit (12501)	\$ 1,185.00

FUNDING AVAILABLE: None required.

 F. Wally Sandelin
 Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
 FWS/DJC/njl

cc: Jordan Ayers, Deputy City Manager/Internal Services Director
 Curt Juran, Assistant Streets and Drainage Manager
 Paula Fernandez, Transportation Manager

APPROVED: _____
 Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Continued Maintenance of Landscape Areas for 2010 Calendar Year

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for continued maintenance of landscape areas for the 2010 calendar year.

BACKGROUND INFORMATION: This project provides for the continued maintenance of landscaped areas in the public right-of-way, public buildings, parking lots, the Multimodal Station, and the White Slough Water Pollution Control Facility. Four reverse-frontage sites are being added, bringing the total number of sites to 200 and increasing the total acreage of this contract from 45 acres during the 2009 contract to just over 50 acres. Note that this work is separate from the landscape maintenance areas included in the various Landscape Maintenance Assessment District Zones that are established in newer developments.

This bid consists of three separate groups: Group A – Maintenance of Turf and Miscellaneous Landscape Areas, Group B – Maintenance of Lower Sacramento Road and Adjacent Landscape Areas, and Group C – Maintenance of Cherokee Lane and Adjacent Landscape Areas. The groups may be awarded separately to multiple contractors or together as one contract.

The level of maintenance will continue at the current frequency of once a month for the non-turf areas. The turf areas will continue to be weekly service or as dictated by the specifications. This reduction of frequency has minimal impact on the overall appearance of the sites and has not significantly increased the number of complaints about maintenance. The sites are at an overall acceptable level of appearance.

The specifications are on file in the Public Works Department.

FISCAL IMPACT: This current annual contract is \$209,844 which maintains the existing landscape sites at a frequency level of once a month.

FUNDING AVAILABLE: The money for this project is appropriated in the 2009/10 Operating Budget and will be appropriated in the 2010/11 Operating Budget (General Fund, Utility and Transit accounts): 102011, 103511, 170403, 170404, 3215036, 3215042, 210801, 125052, 180453, 160652.

F. Wally Sandelin
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager
FWS/GMB/CJ/dsg
cc: Curt Juran, Assistant Streets and Drainage Manager

APPROVED: _____
Blair King, City Manager



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Street Sign-Making Equipment

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for street sign-making equipment.

BACKGROUND INFORMATION: The Streets and Drainage Division and the Transit Division have ongoing needs to make new signs and replace old signs for traffic control, bus stops, and other special needs, such as the Downtown directional signs. The Transit Division has secured Federal Transit Administration grant funds to purchase sign-making equipment and related materials. The grant requires a 20-percent local match that would come from Measure K funds.

The Streets and Drainage Division purchased a plotter/cutter in 2005 which proved to be a highly cost-effective and reliable sign-making facility. However, it has limitations. For example, the plotter and cutters are labor intensive when making multicolor signs. Special-use signs, such as Downtown directional signs, have multiple layers of material and require substantial effort to assemble. The new sign machine will create all signs in a simple one-step process, saving time and money. A typical cost savings, based upon past experience, is the Downtown directional signs which are \$160 each. The recommended new sign-making equipment will make the same sign for \$71, a savings of over 40 percent. Labor would be reduced from over an hour to about 10 minutes. The existing sign machine will be retained for use on the standard traffic signs. Acquisition of this product will allow the Streets and Drainage Division to have a fully-equipped state-of-the-art sign shop.

The procurement process will involve advertising for bids for street sign-making equipment. Related materials will be purchased on an informal bid basis, following acquisition of the equipment.

FISCAL IMPACT: There will be a reduction in the cost and labor associated with sign making by using an estimated \$6,000 of local street maintenance funds.

FUNDING AVAILABLE: The estimated cost of \$30,000 will be funded by FTA Grant CA-90-Y389 (80%) and Measure K Maintenance (20%).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager
FWS/CJ/pmf

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Annual Purchase Order with D.C. Frost Associates, Inc., of Walnut Creek, for Materials and Services Needed to Maintain Ultraviolet (UV) Disinfection System at White Slough Water Pollution Control Facility (\$308,180)

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving an annual purchase order with D.C. Frost Associates, Inc., of Walnut Creek for materials and services needed to maintain the UV disinfection system at White Slough Water Pollution Control Facility (WSWPCF), in the amount of \$308,180.

BACKGROUND INFORMATION: The UV System at WSWPCF went online in January 2005. Although relatively new, the system requires regular maintenance to keep it operating properly. D.C. Frost Associates is the local representative for Trojan Technologies, the sole source for the UV equipment.

The attached list of materials and services is an estimate of parts needed for annual maintenance, based on past usage. Also included on the list is the cost to provide quarterly service from a certified technician. The materials and services are essential to maintain optimal operation and ensure against fines due to equipment malfunction.

FISCAL IMPACT: This purchase reduces the risk of failures to the UV system and the liability of fines which would be imposed by the State Water Resources Control Board.

FUNDING AVAILABLE: The money for this purchase order will be coming from the 2009/10 White Slough Operating Fund (170403). The estimated cost is \$308,180 (including tax and freight).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Del Kerlin, Wastewater Treatment Superintendent
FWS/DK/ki
Attachment
cc: D. Stephen Schwabauer, City Attorney
Charles E. Swimley, Jr., Water Services Manager
Del Kerlin, Wastewater Treatment Superintendent

APPROVED: _____
Blair King, City Manager

Aftermarket Parts Price List

Minimum Order \$50.00

Trojan UV3Plus

F.O.B. Factory, Prepay & Add Freight

Tax is not included

Part #	Description	Quantity	Unit Price	Extended Price
302509	Lamp GA64T6 Amalgam, C-Series	880	\$145.25	\$127,820.00
316136	Sleeve, Quartz	78	\$58.10	\$4531.80
914182	Ballast	27	\$377.50	\$10,192.50
912165	Socket, 9.5A 20-16WG Amp Mini	160	0.30	\$48.00
912166	Connector, Cap 9 Position	20	1.20	\$24.00
912194	Pin, 9.5A 20-16WG Amp Mini	160	0.30	\$48.00
316135-060	Seal Socket Assembly, 4 Wire 60"	50	28.00	\$1400.00
316135-078	Seal Socket Assembly, 4 Wire 78"	20	36.00	\$720.00
316144	O-Ring, Sleeve Seal	650	0.30	\$195.00
912196	Connector, Plug 9POS AMP Mini	20	2.10	\$42.00
013169-04MST	Coupling, ¼ Hyd. MA FL	20	29.00	\$580.00
013168-04FST	Coupling ¼ NPT Hyd. FL	20	49.00	\$980.00
331005	Rust Inhibitor, Safeguard M-1	2	24.00	\$48.00
327027	Fitting, Interwiper (PVC)	50	1.20	\$60.00
327066	Fitting, Inter-Wiper 90° Elbow	22	2.10	\$46.20
327021	Seal Kit	50	23.00	\$1150.00
327095	Rubber Wiper Filler Plug	25	2.10	\$52.50
010301	Vent Screw	5	0.30	\$1.50
327030	Tubing, Viton, 1/4", part #327030	36"	0.60	\$21.60
015239	Sensor Sleeve, Quartz (6')	5	93.00	\$465.00
931012-120	Board, HCB 120V (OES 2401B)	1	2331.00	\$2331.00
326085	Water Glycol, Hydraulic (5 gallon pail)	22	280.00	\$6160.00
912706	Board, Relay 220-277V (OES 2382)	10	178.00	\$1780.00
316074	Receptacle Assembly	2	89.00	\$178.00
912179	Board, Low Level Relay 120VAC	1	211.00	\$211.00
903381	Level Sensor Electrode (2' SS)	1	31.00	\$31.00
905018	Desiccant Tray Kit w/Foot Valve	3	146.00	\$438.00
905050	Cuvette, Quartz, Threaded	3	112.00	\$336.00
316168	Ballast Enclosure O-Ring	40	2.40	\$96.00
912362	IC Transceiver Chip RS485 75176	10	19.00	\$190.00
907384	Hydraulic Filter Element	3	30.00	\$90.00
005066	Grease, Food Grade	6	19.00	\$114.00
901507	Acti-Clean Gel, 4x1 gallon containers	5	95.00	\$475.00
316506-003	End Cap Kit UV3+, Power & Plain	135	64.00	\$8640.00
327115-180SNRMID	Canister Assy, UV3+ Plasnrmid	220	50.00	\$11,000.00
327115-180STDMID	Canister Assy, UV3+ Plasnrmid	870	46.00	\$40,020.00
327115-025STDCYL	Canister Assy, UV3+ Plastdcyl,	430	45.00	\$19,350.00
327115-035PLGBOT	Canister Assy, UV3+ Plasplgbot,	220	48.00	\$10,560.00
327115-025SNRCYL	Canister Assy, UV3+ Plasnrcyl	10	53.00	\$530.00
327115-180NRMID	Canister Assy, UV3+ Plasnrmid	20	50.00	\$1000.00
906026	UVAS On-Line UVT w/sensor & controller	1	\$15,700.00	\$15,700.00
906027	UVAS Mounting Kit	1	\$389.00	\$389.00
Preventive Maint.	Quarterly Service (1 day per quarter)	1 yr	\$11,680.00	\$11,680.00
Total (without tax or freight)				\$279,725.10

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING ANNUAL PURCHASE ORDER FOR
MATERIALS AND SERVICES NEEDED TO MAINTAIN
ULTRAVIOLET DISINFECTION SYSTEM AT WHITE
SLOUGH WATER POLLUTION CONTROL FACILITY

=====

WHEREAS, the UV System at WSWPCF went online in January 2005 and requires regular maintenance to keep it operating properly; and

WHEREAS, D.C. Frost Associates, Inc., is the local representative for Trojan Technologies, the sole source for the UV equipment; and

WHEREAS, staff recommends approving a purchase order with D.C. Frost Associates, Inc., of Walnut Creek, California, for materials and services needed for annual maintenance, including quarterly service from a certified technician, to maintain optimal operation and to ensure against fines imposed by the State Water Resources Control Board for equipment malfunction; and

WHEREAS, the estimated cost of the purchase order, based on past usage, is \$308,180, including tax and freight.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase order for materials and services needed to maintain the ultraviolet disinfection system at the White Slough Water Pollution Control Facility to D.C. Frost Associates, Inc., of Walnut Creek, California, in the estimated amount of \$308,180.

Dated: October 7, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Purchase Order with Cummins West, Inc., of San Francisco, for Purchase and Installation of Diesel Filters for Four City Vehicles (\$60,695)

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving a purchase order with Cummins West, Inc., of San Francisco, for the purchase and installation of diesel filters for four City vehicles, in the amount of \$60,695.

BACKGROUND INFORMATION: The City of Lodi, like other California municipalities, is required by the State of California Air Resources Board (CARB) to retrofit existing older diesel vehicles with diesel particulate matter filters (DPF) to reduce emissions and particulate matter by use of best available control technology (BACT). BACT is basically a particulate matter filter that is installed in the exhaust system and usually replaces the muffler. CARB adopted this unfunded mandate in 2006. It requires that the City's diesel-fueled heavy-duty vehicles (model years 1960 to 2006, over 14,000 pounds gross vehicle weight, with medium- or heavy-duty engine) be retrofitted or removed from service in accordance with the CARB adopted schedule. Twenty City vehicles would be affected, at an estimated cost of \$9,000 to \$20,000 per vehicle.

This retrofit program is implemented in phases defined by the CARB. The first phase deadline was December 31, 2007, and four City vehicles were affected. One vehicle was retrofitted and three vehicles were removed from the fleet. We are in the second phase with a deadline of December 31, 2009. Five vehicles are affected, and the recommended purchase order will retrofit four vehicles. One vehicle was retrofitted under a separate purchase order. Two vehicles in the Electric Utility Department and three vehicles in the Public Works Department will be retrofitted by the end of 2009.

City staff received two competitive quotes for the installation of the CARB Verified DPF manufactured by Cleaire Horizon. Staff recommends approval of the purchase order for the installation of the DPF devices by Cummins West, Inc., of San Francisco, the low bidder, at \$15,173.75 each.

FISCAL IMPACT: There will be an increased maintenance cost for DPF devices and minimal electrical expense for plug-in filter regeneration.

APPROVED: _____
Blair King, City Manager

Adopt Resolution Approving Purchase Order with Cummins West, Inc., of San Francisco, for Purchase and Installation of Diesel Filters for Four City Vehicles (\$60,695)

October 7, 2009

Page 2

FUNDING AVAILABLE:	Electric Utility (160602):	\$15,173.75
	Streets Division (3215011):	\$30,347.50
	Water Services (180570):	\$15,173.75

Jordan Ayers
Deputy City Manager/Internal Services Director

Kenneth A. Weisel
Interim Electric Utility Director

F. Wally Sandelin
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager

FWS/DJC/pmf

cc: Electric Utility Construction/Maintenance Supervisor Barry Fisher
Fleet Services Supervisor Randy Laney
Water Services Manager Charlie Swimley
Assistant Streets and Drainage Manager Curt Juran

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING PURCHASE ORDER FOR PURCHASE AND
INSTALLATION OF DIESEL PARTICULATE MATTER
FILTERS FOR FOUR CITY VEHICLES

=====

WHEREAS, the City of Lodi is required by the State of California Air Resources Board (CARB) to retrofit existing older diesel vehicles with diesel particulate matter filters (DPF) to reduce emissions and particulate matter by use of best available control technology; and

WHEREAS, CARB adopted this non-funded mandate in 2006, which requires that Public Agencies' and Utilities' on-road diesel-fueled heavy-duty vehicles over 14,000 pounds gross vehicle weight rating (GVWR) with a 1960 to 2006 model-year medium- or heavy-duty engine must be retrofitted or removed from service, according to a CARB-imposed schedule of phased deadlines; and

WHEREAS, the retrofit program is implemented by phases defined by the CARB. The first phase deadline was December 31, 2007, and four vehicles of the City's fleet were affected. In the second phase, which has a deadline of December 31, 2009, five vehicles are affected, and the purchase order will retrofit four vehicles. One vehicle has been retrofitted under a separate purchase order. Two vehicles in the Electric Utility Department and three vehicles in the Public Works Department will be retrofitted by the phase two deadline; and

WHEREAS, the City received competitive bids from two vendors:

Cummins West, Inc.	\$15,173.75
Emissions Retrofit Group	\$16,008.75

WHEREAS, staff recommends issuing a purchase order to the low bidder, Cummins West, Inc., of San Francisco, California, for the purchase and installation of diesel particulate matter filters.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase order to Cummins West, Inc., of San Francisco, California, for the purchase and installation of diesel particulate matter filters for four City vehicles, in the amount of \$60,695.

Dated: October 7, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2009, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Purchase of John Deere Loader from Pape Machinery, of French Camp, and Appropriating Funds (\$90,000)

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving the purchase of a John Deere loader from Pape Machinery, of French Camp, and appropriating funds in the amount of \$90,000.

BACKGROUND INFORMATION: Loader Unit No. 04-040 was purchased in 1995 and currently has 6,660 hours of service logged. This loader is a primary piece of equipment used daily for every aspect of street maintenance work.

The cost of repairs has exceeded \$85,000 since its purchase. This does not include \$3,500 in deferred preventive maintenance. This piece of equipment was scheduled for replacement in Fiscal Year 2008/09 and is overdue for replacement. Funds are budgeted in the Street Vehicle Replacement Measure K Fund.

The Streets and Drainage Division recommends replacing the loader due to its primary role in street maintenance, with particularly hard usage during leaf removal. The purchase of a John Deere loader would be accomplished under the California Multiple Award Schedule (CMAS). The actual cost of the loader is \$77,041.44 plus tax, and an additional 2 percent must be paid to the State for use of the CMAS contract price. The purchase of the equipment though CMAS is accomplished by a purchase order to the supplier, which takes care of the paperwork to the State of California.

Per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that were awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures. Staff recommends purchase of the John Deere loader using CMAS Contract Number 4-08-23-0022A.

FISCAL IMPACT: Replacement of Vehicle No. 04-040 will save repair costs and create a safer and more efficient working environment for the equipment operators.

FUNDING AVAILABLE: Appropriation from the Street Vehicle Replacement Fund (Measure K) (3251201) in the amount of \$90,000.

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Curtis Juran, Assistant Streets and Drainage Manager
FWS/GMB/CS/dsg
cc: Curtis Juran, Assistant Streets & Drainage Manager
Dennis Callahan, Fleet and Facilities Manager

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING PURCHASE OF JOHN DEERE LOADER
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, Loader Unit No. 04-040 was purchased in 1995 and currently has 6,660 hours of service logged. This loader is a primary piece of equipment being used daily for ever aspect of street maintenance work. The cost of repairs has been in excess of \$85,000 since its purchase, which does not include \$3,500 in preventative maintenance, and the equipment is overdue for replacement; and

WHEREAS, the Streets and Drainage Division recommends replacing the loader due to its primary role in street maintenance with particularly hard service during leaf removal; and

WHEREAS, per Lodi Municipal Code §3.20.045, "State and Local Agency Contracts," the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures; and

WHEREAS, the purchase of a John Deere loader would be from Pape Machinery, of French Camp, California, through the California Multiple Award Schedule (CMAS) with the actual cost of the unit being \$77,041.44 plus tax and an additional 2% would be paid to the State for use of the CMAS contract.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase of a John Deere loader from Pape Machinery, of French Camp, California, in the amount of \$77,041.44 plus tax, through California Multiple Award Schedule Contract No. 4-08-23-0022A, with an additional 2% being paid to the State of California for use of the CMAS contract; and

BE IT FURTHER RESOLVED that the City Council does hereby appropriate funds in the amount of \$90,000 from Street Vehicle Replacement Fund (Measure K) monies for this purchase.

Dated: October 7, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing Additional Task Order with Treadwell & Rollo Regarding PCE/TCE Cleanup and Appropriating Funds (\$27,500)

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing an additional task order with Treadwell & Rollo regarding PCE/TCE cleanup and appropriating funds in the amount of \$27,500.

BACKGROUND INFORMATION: Five groundwater contaminant plumes have been identified within the City of Lodi. One of these plumes, the Central Plume, is currently scheduled for source area remediation beginning in late 2009. A second plume, referred to as the Busy Bee Plume, is being remediated by the responsible party, with minimal interaction with the City. The three remaining plumes (Northern, Southern, and South Central/Western Plumes) have not yet progressed to a point where specific remedial actions have been identified or scheduled. A draft Corrective Action Order (CAO) currently being reviewed by the Regional Water Quality Control Board (RWQCB) addresses these plumes in general terms.

Task Order No. 19, attached as Exhibit A, provides for the technical services focused on assessing and developing strategic approaches to the remaining groundwater remediation work that will be required. This work will focus on the Northern, Southern, South Central/Western Plumes, and the off-site Central Plume contamination, and how the remediation strategy for each of these plumes can be integrated into a citywide groundwater remediation program. Up to this time, each plume has been individually addressed by the City and RWQCB. Treadwell & Rollo will also work with the City to address any additional comments received from RWQCB to finalize the Engineering Evaluation/Cost Assessment and will be compensated for additional costs associated with staff-requested revisions to the Central Plume Remediation Facilities plans and specifications. The estimated cost is \$27,500.

FISCAL IMPACT: Potentially reduce the overall construction and operation costs for the PCE/TCE remediation program.

FUNDING AVAILABLE: Requested Appropriation: Central Plume Fund (190): \$6,875
PCE/TCE Rates (185): \$20,625

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachment

APPROVED: _____
Blair King, City Manager

MEMORANDUM

TO: F. Wally Sandelin
Director of Public Works

FROM: Philip G Smith

DATE: 15 September 2009

PROJECT: Lodi Task No. 19 - Strategic Consulting Services Regarding City-wide Groundwater Remediation and Facilities Design Revisions

SUBJECT: Scope, Schedule, and Cost Estimate for Task 19

No. of Pages: 2

This memorandum presents the proposed scope, schedule, and costs to provide the City with technical services focused on assessing and developing strategic approaches to the remaining groundwater remediation work that will be required. This work will focus on the Northern, Southern, and Southwestern contaminant plumes, the off-site Central Plume contamination, and how the approaches to each of these discreet plumes can be integrated into a City-wide groundwater remediation plan. If approved, this will be identified as Lodi Task 19 – Strategic Consulting Services.

BACKGROUND

Five groundwater contaminant plumes have been identified within the City of Lodi. One of these plumes, the Central Plume, is currently scheduled for source area remediation beginning in late 2009. A second plume, referred to as the Busy Bee plume, is being remediated by the responsible party, with minimal interaction with the City. The three remaining plumes (the Northern, Southern, and South Central plumes) have not yet progressed to a point where specific remedial actions have been identified or scheduled, although the revised Corrective Action Order (CAO) currently being reviewed by Regional Water Quality Control Board does discuss these plumes in general terms. It is anticipated that the revised CAO will set a general schedule for addressing the three remaining plumes and the off-site plume associated with the Central Plume source area.

SCOPE OF WORK

The proposed scope of work includes two tasks that are listed below:

- **SUB-TASK 1: Strategic Consulting** – T&R will provide the City with Principal-level support in planning approaches to dealing with the remaining groundwater contamination associated with the five contaminant plumes. This work may include meeting with City staff and legal counsel, reviewing new technical documents prepared by others as they become available, representing the City during meetings and negotiations with regulators and other responsible parties, preparing reports for the City, and briefing City officials as needed. We expect that most of the work will be performed by Mr. Philip Smith, with technical support from others as needed.
- **SUB-TASK 2: Complete the EE/CA and revised CAO** – T&R will work with the City to address any additional comments received from the Regional Water Quality Control Board, legal counsel, or others to finalize the Engineering Evaluation/Cost Assessment (EE/CA) and revised Corrective Action Order (CAO). We understand that the EE/CA has been reviewed by the Regional Water Quality Control Board but not formally accepted, and that the revised CAO is in Regional Water Quality Control Board review. It is also our understanding that the Action Memo describing the source area remediation plan will be required, and is part of this deliverable.

F. Wally Sandelin
Director of Public Works
16 September 2009
Page 2

- **SUB-TASK 3:** Complete revisions to the Central Plume source area groundwater extraction/treatment and soil vapor extraction/treatment facilities resulting from City staff changes to the plans and specifications.

DELIVERABLES

T&R will provide the following deliverables:

- 1) Finalized EE/CA and CAO documents, including Action Memo
- 2) Finalized Central Plume source area plans and specifications
- 3) As-needed consulting services and associated memos, reports, presentations as the project may require.

COST ESTIMATE

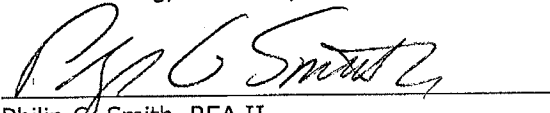
We are recommending that the budgets listed below be authorized, with the understanding that Sub-task 1 is of unknown scope and duration and may likely require additional funding as the project progresses, and Sub-task 2 is dependent on the effort required to fully respond to comments and edits of unknown complexity and number.

Sub-Task 1.....	\$ 15,000
Sub-Task 2.....	5,000
Sub-Task 3.....	7,500
TOTAL.....	\$27,500

The assumptions for this cost are included in the scope of work section above.

INVOICES

We will submit our invoices monthly to the City of Lodi, and each invoice will list the Contract Amount, Current Billing, Previously Billed, Paid-to-Date and Balance Due.



Philip G. Smith, REA II
Project Manager

Approved per Resolution No. 2009-_____

APPROVED AS TO FORM:

Blair King, City Manager

D. Stephen Schwabauer, City Attorney

ATTEST:

Randi, Johl, City Clerk

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
ADDITIONAL TASK ORDER WITH TREADWELL & ROLLO
REGARDING PCE/TCE CLEANUP AND FURTHER
APPROPRIATING FUNDS

=====

WHEREAS, five groundwater contaminant plumes have been identified within the City of Lodi. One of these plumes, the Central Plume, is currently scheduled for source area remediation beginning in late 2009. A second plume, referred to as the Busy Bee Plume, is being remediated by the responsible party, with minimal interaction with the City; and

WHEREAS, the three remaining plumes (Northern, Southern, and South Central/Western Plumes) have not yet progressed to a point where specific remedial actions have been identified or scheduled. A draft Corrective Action Order currently being reviewed by the Regional Water Quality Control Board addresses these plumes in general terms; and

WHEREAS, Task Order No. 19 provides for the technical services focused on assessing and developing strategic approaches to the remaining groundwater remediation work that will be required. This work will focus on the Northern, Southern, South Central/Western Plumes, and the off-site Central Plume contamination, and how the remediation strategy for each of these plumes can be integrated into a City-wide groundwater remediation program. Treadwell & Rollo will also work with the City to address any additional comments received from Regional Water Quality Control Board to finalize the Engineering Evaluation/Cost Assessment and will be compensated for additional costs associated with staff-requested revisions to the Central Plume Remediation Facilities plans and specifications; and

WHEREAS, the estimated cost for Task Order No. 19 is \$27,500.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize an additional task order in the amount of \$27,500 with Treadwell & Rollo, of San Francisco, California, regarding PCE/TCE cleanup; and

BE IT FURTHER RESOLVED that funds in the amount of \$27,500 be appropriated from the Central Plume Fund (25%) and PCE/TCE Rates (75%) for this task order.

Dated: October 7, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Professional Services for Grape Bowl All Weather Surface Project to Beals Alliance, of Sacramento (\$126,330) and Appropriating Funds (\$156,000)

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding a contract for professional services for the Grape Bowl All Weather Surface Project to Beals Alliance, of Sacramento, in the amount of \$126,330 and appropriating funds in the amount of \$156,000 as shown below.

BACKGROUND INFORMATION: City Council, at its meeting of August 5, 2009, authorized staff to seek proposals for engineering and design services for the conversion of the existing grass athletic field at the Grape Bowl to an all weather surface.

Installing an all weather surface at the Grape Bowl will greatly increase the availability of field space to the community. Most of the City's large athletic fields are also used as storm drainage basins, limiting their use during periods of wet weather. Installing an all weather synthetic turf at the Grape Bowl will allow the facility to be used year-round, even during periods of wet weather.

In August, Requests for Proposals were distributed to three firms. Two firms responded by the deadline of September 2, 2009. The two firms were Beals Alliance, of Sacramento, and Lloyd Civil and Sports Engineers, of Phoenix, Arizona. The scope of work in the Request for Proposal included the evaluation of the existing site for renovation, demolition and removal; the development of preliminary designs for City review and approval; the design of storm drainage and storm pump station improvements; the preparation of construction documents for bidding the project; and providing assistance during the bidding and construction phases of the project. Staff is recommending the award of a contract to Beals Alliance in the amount of \$126,330 and the appropriation of \$156,000 from the Park Impact Fee account to cover this contract, staff costs and allow for contingencies.

FISCAL IMPACT: Installing a synthetic turf field at the Grape Bowl with its existing amenities is less expensive than constructing a synthetic field at another location and adding the same amenities as the Grape Bowl. Several conventional grass fields would need to be constructed to equal the same recreational capacity as one synthetic turf.

FUNDING AVAILABLE: Requested Appropriation: Park Impact Fees (1217) \$156,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

James M. Rodems
Interim Parks & Recreation Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer
FWS/WKF/pmf

cc: City Attorney
Parks Superintendent

Purchasing Officer
Parks Construction Coordinator

APPROVED: _____
Blair King, City Manager

AGREEMENT FOR CONSULTING SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BEALS ALLIANCE (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the engineering and design services required in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for Engineering and Design Services for Synthetic Turf Project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall submit to CITY one full-size and reduced (11" x 17") reproducible set of the final design improvement plans, electronic file(s) for same, and other project deliverables for the Engineering and Design Services for Synthetic Turf Project, as indicated in the attached project scope of services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any

subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

Section 4.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA, 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the

California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA, 95241.

Section 4.7 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
F. Wally Sandelin, Public Works Director
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: Beals Alliance, Inc., Sport Division
William J. Beals, III
3400 Bradshaw Road, Ste. B
Sacramento, CA 95827

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only be written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

Dated: Sept 23, 2009

By 
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____

Its: _____

REVISED: September 22, 2009

Mr. F. Wally Sandelin, Public Works Director
Public Works Department, City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

SUBJECT: Lodi Grape Bowl
Proposal for Engineering and Design Services
beals alliance MKTG No.: M96-086.04

Dear Mr. Sandelin:

In response to your request, **beals alliance, Inc. Sport Division**, is pleased to submit the following revised proposal to provide athletic design services on the above mentioned project. This proposal shall remain valid for a period of thirty (30) days.

PROJECT UNDERSTANDING / HISTORY:

City of Lodi has selected **beals alliance, inc.** to coordinate and prepare construction documents and construction administration for the installation of a synthetic turf soccer/football field at the existing Lodi Grape Bowl Stadium. The City is to include the installation of synthetic turf contracted directly by the City through CMAS purchasing. The City has yet to select the manufacturer, supplier and installer for this product. In addition to the synthetic turf would be new utilities, hardscape, retaining walls, landscape and irrigation.

GENERAL PROJECT SCOPE

The project scope herein provided will be broken into four steps:

1. **Phase A - Project Start-up / Schematic:** **beals alliance** will assist the City in evaluation of the existing site for renovation, demolish and removal, and will provide a topographic survey plan and one detailed dimensioned plan that identifies all existing components.
2. **Phase B - Design Development:** **beals alliance** will include dimensioned preliminary systems designs, and will be the basis for the construction documents. The purpose is to provide the owner with a clear understanding of the specifics of construction elements.
3. **Phase C - Construction Documentation:** **beals alliance** will finalize the construction documents. The end product will be construction documents with Plans, Specifications and Statement of Probable Construction Costs, which will be used for bidding.
4. **Phase D - Bid Assistance, Construction Services:** This will consist of assistance during bid and construction.

SPECIFIC SCOPE OF SERVICES:

beals alliance proposes to provide the following services for in accordance with our above stated understanding of the project:

A. Project Start-up / Schematic

1. (1) One Kick-off meeting to introduce the project team and review the scope, program, budget, and timetable.
2. Project start-up administrative tasks will consist of the following:
 - a) Establish files and administrative procedures.
 - b) Finalize, prepare and adopt sub-consultant contracts as necessary.

- c) Prepare Master Schedule and submit to City for approval.
- d) **beals alliance** will set up and maintain an FTP site for transfer of information.
- 3. Review all data provided by City that is pertinent to the project, including existing topographic survey, site maps, as-built drawings, and pertinent historical data. (City to provide above information).
- 4. Review applicable City codes, ordinances, pertaining to the proposed project design.
- 5. Visit the site to complete a visual inventory of the existing conditions and adjacent off-site impacts.
- 6. Contract with Baumbach & Piazza, Inc. to complete a topographic survey of the specific project site.
- 7. Based on survey and topography data, input into computer and develop existing conditions base for Design Development.
- 8. Prepare a CADD base plan.
- 9. (1) One meeting with City staff to review the base plan layout and components and receive approval to proceed.

B. Design Development

- 1. Develop a Design Development Package equivalent to 50% documentation. Drawings will identify design elements for review and approval by the City consisting of;
 - a. Cover Sheet
 - b. Drainage / Utility Plan
 - c. Grading Plan
 - d. Layout Plan
 - e. Material/ Detail Reference Plan
 - f. Draft project-specific details
 - g. Material Cut Sheets
 - h. Construction Details
 - i. Draft Specifications (MS Word)
 - j. Statement of Probable Construction Cost
- 2. Submittal preparation and coordination
- 3. In-house redline review Quality Control (QC)
- 4. Submit DD Package to City for review and approval to proceed to Construction Documentation. City will have one week to complete review.
- 5. Project Administration.

C. Construction Documentation

- 1. 90% Submittal Package
 - a. One meeting with City to review the DD Package and comments and receive approval to proceed.
 - b. One meeting with consultants to review the comments from City.
 - c. 90% Submittal Package will consist of the following
 - i. Drawings
 - 1. Cover Sheet
 - 2. Existing Conditions Plan
 - 3. Demolition Plan
 - 4. Drainage / Utility Plan
 - 5. Grading Plan
 - 6. Layout Plan
 - 7. Material/ Detail Reference Plan
 - 8. Enlargement Plan
 - 9. Planting Plan
 - 10. Irrigation Plan
 - 11. Construction details
 - ii. Specifications (with City provided front end – MS Word)
 - d. Statement of Probable Construction Cost
 - e. Submit 90% Submittal Package to City for review and approval to proceed with Construction Documentation. City will have one week to complete review.
 - f. In-house redline and revisions
 - g. Redline and review Quality Control.
 - h. Project Administration.
- 2. 100% Submittal Package

- a. One meeting with City to review the 90% Package and comments and receive approval to proceed.
- b. 100% Submittal Package will consist of the following
 - i. Drawings
 - 1. Cover Sheet
 - 2. Existing Conditions Plan
 - 3. Demolition Plan
 - 4. Drainage / Utility Plan
 - 5. Grading Plan
 - 6. Layout Plan
 - 7. Material/ Detail Reference Plan
 - 8. Enlargement Plan
 - 9. Planting Plan
 - 10. Irrigation Plan
 - 11. Construction details
 - ii. Specifications (with City provided front end – MS Word)
- c. Statement of Probable Construction Cost
- d. Submit stamped Bid Submittal (100%) Package to City prior to bidding.
- e. Project Administration.

D. Bid Assistance, Construction Administration

Bid services are as follows for the construction project:

- 1. Bidding Administration
 - a. Contact potential bidders.
 - b. Coordinate bidding efforts with City.
 - c. (1) One site walk and pre-bid meeting, if required.
 - d. Coordinate and respond to contractor questions.
 - e. Prepare addenda, if requested.
 - f. Attend bid opening.
 - g. Assist the City in contractor selection, if requested.

Construction services are as follows for the construction project:

- 2. Construction Services:
 - a. Attend one (1) construction kick-off meeting. Meeting agenda and minutes will be provided.
 - b. Facilitate up to ten (10) weekly site meetings. Meeting agenda and minutes will be provided.
 - c. Process and coordinate submittals and shop drawings
 - d. Respond to questions, RFI responses, clarifications, substitution requests and draft Change Orders if necessary.
 - e. Attend substantial completion walk-through and generate punch list.
 - f. Final site walk with Contractor and owner to accept project. Meeting minutes will be provided.
 - g. Review as-built plans.
 - h. Review warranties
 - i. Project Closeout.
 - i. Review record drawings
 - ii. Final walk through and punch list
 - iii. Review warranties and M&O documentation
 - iv. Letter to City recommending file Notice of Completion.

DELIVERABLES

The following will be provided to City by phase:

- 1. **Project Start-up / Schematic**
 - a. Meeting Agendas
 - b. One (1) site specific topographic survey
 - c. One (1) Schematic plan on bond
- 2. **Design Development**
 - a. DD Submittal Package
 - i. Four (4) sets Design Development plans on bond
 - ii. Four (4) sets of Design Development Manuals to be bound
 - b. Meeting Agenda & Report

3. Construction Documentation

- a. 90% Submittal Package
 - i. Four (4) sets of 90% Construction Drawings on bond
 - ii. Four (4) sets of 90% Specifications to be bound
 - iii. One (1) copy of the Statement of Probable Costs
- b. 100% Submittal Package
 - i. Two (2) sets of 100% Construction Drawings on bond
 - ii. Two (2) sets of Division Two specifications to be bound
 - iii. One (1) copy of the Statement of Probable Costs
 - iv. One (1) copy of the 100% submittal package on CD
- c. Meeting Agendas & Reports

4. Bid Assistance, Construction Services

- a. Pre-bid site walk, meeting minutes
- b. Addenda (If required)
- c. Pre-construction, meeting report
- d. Process RFI, submittal, and shop drawing responses
- e. Construction Meeting Agendas and Minutes
- f. Substantial completion punch list
- g. Final completion punch list

CLIENTS RESPONSIBILITIES

In order to complete the items described in the Scope of Services above, we will need City to provide the following information:

- 1. Guidelines and Requirements
 - a. Applicable City, City/County codes, ordinances, and policies.
- 2. Project and Site Information
 - a. Any available construction or record drawings of the currently under construction stadium area and all known utilities and drainage systems for the campus.
 - b. Geotechnical investigation report.
 - c. Other pertinent data including water source, controller location, connection locations for water, sewer, and storm drains, site grading, and any specific owner requests regarding design and maintenance.
- 3. Bidding
 - a. Advertisement for bidding
 - b. Sending out plans to contractors

PROJECT TIMELINE

beals alliance proposes the following project timelines:

Project Start-up, Survey, & Schematic:
Design Development:
Construction Documentation:

October, 2009
November, 2009
January 2010 – 90% Submittal
February 2010 – 100% Submittal
March, 2010
Start in April 2010

Bid:
Construction Services:

SPECIAL PROVISIONS

A. Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:

- 1. Meetings other than those listed
- 2. Presentations to Public Bodies other than those listed
- 3. Work outside the identified project area
- 4. Environmental (i.e. CEQA or EIR) Studies
- 5. Work within the public right-of-way
- 6. Testing & Inspection Services during Construction

7. Division of State Architecture
8. Electrical
9. Structures pertaining to the project improvements other than those listed.

- B. Services will be diligently pursued and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of Client, his consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

PROFESSIONAL COMPENSATION

We propose the following fee schedule for the services outlined in the Scope of Work:

A - Project Start-up / Schematic	\$ 24,660
B - Design Development:	\$ 23,700
C - Construction Documentation:	\$ 48,090
<u>D - Construction Services:</u>	<u>\$ 29,880</u>
TOTAL FEE:	\$ 126,330

1. **REIMBURSABLE EXPENSES:** **beals alliance** will be entitled to bill reimbursable expenses in addition to the direct labor fixed fees as noted on the attached Charge Rate Schedule.
2. **ADDITIONAL SERVICES:** Fees for services outside the scope shown in this proposal will be in addition to the direct labor costs. These may be completed on a time and material basis or negotiated fixed fee at the choice of the City.
3. **PROJECT DELAY AND RESTART:** The fees noted above are based on the project schedule contained in the proposal. Should the client delay the project beyond the agreed upon schedule to a level that puts the project on hold longer than 90 consecutive days, a project re-start fee will apply. This fee will be determined at that point based on the amount of downtime and additional work required to reactivate and reschedule work and staff.

CHANGE IN SERVICES

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

TERMINATION OF AGREEMENT

In the event the project is terminated or indefinitely suspended in the manner herein provided, the Landscape Architect shall turn over copies of any and all documents completed to that date upon full payment. The Landscape Architect shall be entitled to compensation up to and including said termination date. Copyright of all work shall remain the property of **beals alliance**.

REGISTRATION

beals alliance is licensed under William J. Beals III, Landscape Architect to practice in the State of California. Landscape Architects are regulated by the California Board of Landscape Architects. Any questions concerning a Landscape Architect may be referred to the Board at:

Landscape Architects Program
 2420 Del Paso Road, Suite 105
 Sacramento, CA 95834
 T (916) 575-7230 / F (916) 575-7285

BILLINGS AND PAYMENT

Invoices will be sent by the 10th of the month for the percentage of work completed through the 25th of the previous month. Any additional services will be billed separate from contracted services. Payment is due and payable within 30 days of the statement date.

If this proposal meets with the approval of the City, please sign and return the original to our office or issue a purchase order that reflects the contents of this proposal. The Purchase Order shall be issued to **beals alliance, Inc.**

Sincerely,
Beals Alliance

A handwritten signature in dark ink, appearing to read 'WJB III', with a stylized flourish at the end.

William J. Beals, III
Principal/CEO

PROPOSAL APPROVED BY:

Mr. F. Wally Sandelin, Public Works Director
Public Works Department
City of Lodi

Date: _____

cc: Tony Wood, beals sport
Chris Sullivan, beals sport

Enclosure: 2009 Charge Rate Schedule

Beals Alliance, Inc.
CHARGE RATE SCHEDULE
Effective until December 31, 2009

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

CONSULTING RATES

Expert Witness - Principal	\$500.00 per hour
Research / Evaluation - Principal	\$300.00 per hour

PROJECT RATES

Managing Principal	\$250.00 per hour
Principal	\$150.00 per hour
Project Manager, Construction Manager, Civil Engineer	
Level II	\$135.00 per hour
Level I	\$120.00 per hour
Construction Administrator, Systems Administrator, AutoCAD Manager	\$120.00 per hour
Job Captain II	\$110.00 per hour
Job Captain I, Engineer-In-Training, Production Administrator	\$100.00 per hour
Draftsperson Level II	\$ 90.00 per hour
Draftsperson Level I	\$ 80.00 per hour
Project Administrator	\$ 70.00 per hour
Intern	\$ 60.00 per hour

REIMBURSABLE RATES

Blueprints, Printing and Reproductions	Cost plus 10%
Transportation	Current IRS Rate
Sub Consultant Services	Cost plus 10%

REIMBURSABLE EXPENSES

Blueprints and Reproductions	Permit Fees
Photography	Courier Delivery Service
Models and Renderings	Postage/ Overnight Mail Service

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
CONTRACT FOR PROFESSIONAL SERVICES FOR GRAPE BOWL
ALL WEATHER SURFACE PROJECT, AUTHORIZING CITY
MANAGER TO EXECUTE THE CONTRACT, AND FURTHER
APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on September 2, 2009, for Professional Services for Grape Bowl All Weather Surface Project, described in the specifications therefore approved by the City Council on August 5, 2009; and

WHEREAS, said proposals have been compared, checked, tabulated and evaluated by an evaluation committee and a report thereof filed with the City Manager as follows:

<u>Proposer</u>	<u>Rank</u>
Beals Alliance	1
Lloyd Civil and Sports Engineers	2

WHEREAS, staff recommends awarding the contract for the Professional Services for Grape Bowl All Weather Surface Project to Beals Alliance, of Sacramento, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Professional Services for Grape Bowl All Weather Surface Project to Beals Alliance, of Sacramento, California, in the amount of \$126,330; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$156,000 be appropriated from Park Impact Fees.

Dated: October 7, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for DeBenedetti Park (G-Basin) Storm Drain Improvements to Teichert Construction, of Stockton (\$362,168), Appropriating Funds (\$470,000), and Authorizing City Manager to Execute an Incidental Take Minimization Measures for the Project

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the DeBenedetti Park (G-Basin) Storm Drain Improvements project to Teichert Construction, of Stockton, in the amount of \$362,168, appropriating funds in accordance with the recommendation shown below and authorizing the City Manager to execute the Incidental Take Minimization Measures (ITMM) on behalf of the City.

BACKGROUND INFORMATION: This project consists of installing approximately 870 lineal feet of 72-inch storm drain pipe, 42 lineal feet of 42-inch storm drain pipe, one weir structure, three outfall structures, and other incidental and related work, all as shown on the plans and specification for the above project.

This project was reviewed by the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan for habitat conservation and the City is required to execute an ITMM (Exhibit A) prior to the ground disturbance at the project site. No fees are required to be paid for the ITMM. Staff is recommending that Council authorize the City Manager to execute the ITMM on behalf of the City.

Plans and specifications for this project were approved on September 2, 2009. The City received the following eight bids for this project on September 23, 2009.

Bidder	Location	Base Bid
Engineer's Estimate		\$473,340
Teichert Construction	Stockton	\$362,168
Emard Engineering	Loomis	\$364,625
McGuire Hester	Oakland	\$393,220
Granite Construction	Stockton	\$415,500
North Star Construction	Yuba City	\$428,300
Floyd Johnston Construction	Clovis	\$447,654
Knife River Construction	Stockton	\$463,152
Con-Quest	San Francisco	\$498,156

FISCAL IMPACT: There will be a slight increase in the long-term storm drain maintenance of the proposed facilities.

APPROVED: _____
Blair King, City Manager

Adopt Resolution Awarding Contract for DeBenedetti Park (G-Basin) Storm Drain Improvements to Teichert Construction, of Stockton (\$362,168), Appropriating Funds (\$470,000), and Authorizing City Manager to Execute an Incidental Take Minimization Measures for the Project
October 7, 2009
Page 2

FUNDING AVAILABLE: Requested Appropriation: Storm Drain Impact Fee (326017) – \$470,000

Jordan Ayers
Deputy City Manager/Internal Service Director

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment
cc: City Attorney
Purchasing Officer
Streets and Drainage Manager



S J C O G, Inc.

555 East Weber Avenue • Stockton, CA 95202

(209) 468-3913 • FAX (209) 468-1084

*San Joaquin County Multi-Species Habitat Conservation &
Open Space Plan (SJMSCP)*

City of Lodi G-Basin Storm Drain Improvements:

APN: 058-230-24

SJMSCP Incidental Take Minimization Measures

Date: September 17, 2009

Findings: Potential habitat for Swainson's hawk

Total Disturbed Acres Anticipated: 46 acres

Habitat Types to be Disturbed: U—Urban

Project Jurisdiction: San Joaquin County

Advisory Statements

After inspecting the project site, and project site conditions, the San Joaquin Council of Governments (SJCOG) provides the following *advisory statements* to the applicant. No further action is required with the SJCOG with respect to the following statements. SJCOG does not accept any liability for the accuracy of these statements since each regulatory agency discussed below must determine the extent of its own regulatory authority with respect to the proposed project. Nonetheless, we are reasonably confident that the advice provided in this paragraph is sound. The proposed project as reviewed will not likely affect areas/habitats that would be regulated by the California Department of Fish and Game (CDFG) pursuant to Section 1602 of the Fish and Game Code (i.e., will not require a streambed alteration agreement).

It should be noted that two important federal agencies (U.S. Army Corps of Engineers and the California Regional Water Quality Control Board) have not issued permits to the SJCOG and so payment of the fee to use the SJMSCP will not modify requirements now imposed by these two agencies. **Potential waters of the United States [pursuant to Section 404 Clean Water Act] may occur on the project site.** It therefore may be prudent to obtain a preliminary wetlands map from a qualified consultant. If waters of the United States are confirmed on the project site, the Corps and the Regional Water Quality Control Board (RWQCB) would have regulatory authority over those mapped areas [pursuant to Section 404 and 401 of the Clean Water Act respectively] and permits would likely be required from each of these resource agencies prior to impacting these features on the project site.

Conditions

Prior to Issuance of a Building Permit:

1. No fee payment to SJCOG, Inc. is required for the disturbance of 46 acres of Urban Habitat (U) because the project is within the Category A No pay zone.

Note: If fees are not paid prior to January 1, 2010 this project will be subject to the subsequent fee increase, and the fee above will no longer be applicable.

Between 14 and 30 calendar days before ground disturbance:

1. No applicable conditions

Prior to commencing ground disturbance:

2. Preconstruction surveys are required to verify implementation of the following incidental take minimization measures:
 - Swainson's hawk: If a nest tree becomes occupied during construction activities, then all construction activities shall remain a distance of two times the dripline of the tree, measured from the nest. If the Project Proponent elects to remove a nest tree, then nest trees may be removed between September 1 and February 15, when the nests are unoccupied.

During project construction:

3. All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in closed containers and removed at least once a week from the construction site.

In reliance on the Section 10(a)(1)(B) Permit issued by the United States Fish and Wildlife Service and the Section 2081(b) Incidental Take Permit issued by the California Department of Fish and Game, the city of Lodi has consulted with and agreed to allow coverage pursuant to the SJMSCP for the *City of Lodi G-Basin Storm Drain Improvements*, its successors, agents and assigns pursuant to the "Implementation Agreement for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan" which will allow the *City of Lodi G-Basin Storm Drain Improvements*, its successors, agents and assigns to construct, operate and maintain the Project commonly known as the *City of Lodi G-Basin Storm Drain Improvements*, which could result in a legally permitted Incidental Take of the SJMSCP Covered Species in accordance with and subject to the terms and conditions of the *City of Lodi G-Basin Storm Drain Improvements*, which is located at APN: 058-230-24, approved by San Joaquin County. This Certification applies only to activities on the subject parcel(s) which are carried out in full compliance with the approved plans for the *City of Lodi G-Basin Storm Drain Improvements*, Section 10(a)(1)(B) Permit, and Section 2081(b) Incidental Take Permit conditions.

I have read, acknowledge, and agree to the preceding conditions:

for *City of Lodi G-Basin Storm Drain Improvements*

Date

Blair King, City Manager

**G-BASIN (DEBENEDETTI PARK)
STORM DRAIN IMPROVEMENTS**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and TEICHERT CONSTRUCTION, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance

compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to install 870 linear feet of 72-inch cast-in-place storm drain pipe, one concrete weir structure, three concrete outfall structures, and other incidental and related work, all as shown on the plans and specifications for "G-Basin Storm Drain Improvements".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 7,808.00	\$ 7,808.00
2.	Clearing and Grubbing	LS	1	\$ 15,000.00	\$15,000.00
3.	Excavation Safety	LS	1	\$ 3,900.00	\$ 3,900.00
4.	Abandon and Plug 48-Inch Storm Drain Pipe	LS	1	\$ 1,500.00	\$ 1,500.00
5.	42-Inch Storm Drain Pipe	LF	42	\$ 180.00	\$ 7,560.00
6.	48-Inch Storm Drain Pipe	LF	20	\$ 265.00	\$ 5,300.00
7.	72-Inch Storm Drain Pipe	LF	870	\$ 180.00	\$156,600.00
8.	48-Inch Saddle Storm Drain Manhole	EA	4	\$ 3,400.00	\$13,600.00
9.	48-Inch Storm Drain Manhole	EA	1	\$ 3,200.00	\$ 3,200.00
10.	60-Inch Storm Drain Manhole	EA	1	\$ 7,500.00	\$ 7,500.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Weir Structure	LS	1	\$ 55,500.00	\$55,500.00
12.	North Outfall Structure	LS	1	\$ 30,000.00	\$30,000.00
13.	South Outfall Structure	LS	1	\$ 23,500.00	\$23,500.00
14.	72-Inch Storm Drain Outfall Structure	LS	1	\$ 30,000.00	\$30,000.00
15.	Rip-Rap	CY	12	\$ 100.00	\$ 1,200.00
TOTAL					\$362,168.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 35 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____

Blair King
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING CONTRACT
FOR DEBENEDETTI PARK (G-BASIN) STORM DRAIN IMPROVEMENTS
PROJECT, AUTHORIZING CITY MANAGER TO EXECUTE
SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION
AND OPEN SPACE PLAN INCIDENTAL TAKE MINIMIZATION
MEASURES, AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 23, 2009, at 11:00 a.m. for the DeBenedetti Park (G-Basin) Storm Drain Improvements project, described in the plans and specifications therefore approved by the City Council on September 2, 2009; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Teichert Construction	\$362,168
Emard Engineering	\$364,625
McGuire Hester	\$393,220
Granite Construction	\$415,500
North Star Construction	\$428,300
Floyd Johnston Construction	\$447,654
Knife River Construction	\$463,152
Con-Quest	\$498,156

WHEREAS, staff recommends awarding the contract for the DeBenedetti Park (G-Basin) Storm Drain Improvements project to the low bidder, Teichert Construction, of Stockton, California; and

WHEREAS, this project has been reviewed by San Joaquin County Multi-Species Habitat Conservation and Open Space Plan for habitat conservation, and the City is required to execute an Incidental Take Minimization Measures (ITMM) prior to the ground disturbance at the project site. Staff recommends that Council authorize the City Manager to execute the ITMM on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the DeBenedetti Park (G-Basin) Storm Drain Improvements project to the low bidder, Teichert Construction, of Stockton, California, in the amount of \$362,168; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Incidental Take Minimization Measures on behalf of the City; and

BE IT FURTHER RESOLVED that funds in the amount of \$470,000 be appropriated from the Storm Drain Impact Fees.

Dated: October 7, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-_____



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Accept Improvements Under Contract for Lodi Public Library Entry Project

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept the improvements under the Lodi Public Library Entry Project contract.

BACKGROUND INFORMATION: The contract for this project was awarded to S.W. Allen Construction, Inc., of Sacramento, on November 19, 2008, in the amount of \$37,244.75.

This project consisted of removing the existing concrete entry to the Lodi Public Library and replacing it with a new concrete ramp and guardrails. The project also included replacing the existing exterior automatic door system, and other incidental and related work, all as shown on the plans and specifications for the above project.

The final contract price was \$48,725.19. The difference between the contract amount and the final contract price was due to contract change orders, which increased the quantities of import material and concrete work and paid for the painting of the railings to match the green color of Downtown amenities.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: There will be no additional maintenance costs associated with the project.

FUNDING AVAILABLE: Community Development Block Grant Funds (\$48,725.19)

F. Wally Sandelin
Public Works Director

Prepared by Wes Fujitani, Senior Civil Engineer

FWS/WKF/pmf

cc: Purchasing Officer
City Attorney
Library Services Director
Fleet and Facilities Manager
Community Improvement Manager

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for October 21, 2009 To Consider Amending An Ordinance Regarding The San Joaquin County Multi-Species Habitat Conservation And Open Space Plan And Adopt A Resolution Setting The Development Fees For 2010

MEETING DATE: October 7, 2009

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Set public hearing for October 21, 2009 to consider amending an Ordinance regarding the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan and adopt a Resolution setting the development fees for 2010.

BACKGROUND INFORMATION: On February 21, 2001, the City of Lodi adopted the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). The Plan includes a schedule of fees to be paid by property owners who propose to develop their property with non-agricultural uses. These fees are used to mitigate for the cumulative impacts of new development on habitat lands within Lodi and San Joaquin County. According to the Plan, it is necessary for all jurisdictions covered by the Plan to approve the Habitat Conservation Plan (HCP) fees in order for the jurisdiction to continue to participate in the Plan. The fees are reviewed on an annual basis.

On August 19, 2009, The SJCOG Board unanimously approved the HCP fee schedule for 2010. All local jurisdictions are requested to approve the new fee schedule that will take effect on January 1, 2010.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: N/A

Rad Bartlam
Community Development Director

APPROVED: _____
Blair King, City Manager

Comments by the public on non-agenda items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Conduct a Public Hearing to Consider the Reallocation of Available Urban County Community Development Block Grant and HOME Program Funding

MEETING DATE: October 7, 2009

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Conduct a Public Hearing to consider the reallocation of available Urban County Community Development Block Grant (CDBG) and HOME Program funding.

BACKGROUND INFORMATION: The City of Lodi separated from the Urban County and now receives Federal CDBG Program funds directly from the U.S. Department of Housing and Urban Development (HUD). There is a balance of both CDBG and HOME Program funds through previous Urban County allocations that need to be spent. As those projects and activities funded through the Urban County are completed, the balance of unused and available funding need to be reallocated to projects that can use the funds by June 30, 2010.

In accordance with the direction given by the City Manager and in support of the policy established by the City Council to maintain a 60/40 split of funding between the City and community-based organizations (CBO's), reallocated funding from City projects/programs will only be directed to City projects. Likewise, funding from community-based organization's projects/services will only be directed to CBO projects.

The one exception to that is in the reallocation of Elm Street Demolition project funds. Funding from two, completed CBO projects were reallocated to the City's Elm Street Demolition project to make up the supplemental allocation. Those funds are now being separated and made available back to a CBO project.

The following funding balances have been identified as available for reallocation to eligible projects.

CDBG Program Funding

Project LOD 08-03	Elm Street Demolition Project	\$53,859.09
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In 2008, \$95,000 was allocated to this project. During subsequent meetings and review of the demolition project, Staff felt the proposed demolition would require additional funding. As other CDBG projects were completed and funding became available, we administratively reallocated funding from six completed projects for a supplemental reallocation total of \$53,859.09. That provided a total of \$148,859.09 for the demolition project.

APPROVED: _____
Blair King, City Manager

Now that the project has been bid, it is clear that supplemental funding is not necessary. Therefore, we recommend the reallocation of supplemental funding of \$53,859.09. Once the demolition project is completed, the balance of the original allocation can later be reallocated to supplement one or more of the new projects approved at this meeting.

Project LOD 08-11 Graffiti Abatement – Public Property \$22,858.64

With all graffiti abatement activities completed and accounted for in the 2008/09 Program Year, these funds remain and are being made available for reallocation. Graffiti Abatement in the 2009/10 is funded through our Entitlement CDBG allocation from HUD.

Project LOD 08-12 Graffiti Abatement – Private Property \$52,500.00

For 2008, it was initially required that graffiti abatement be broken into two different allocations, as activities on private property were qualified differently than on public property. A change in the County's interpretation on how graffiti abatement on private property is qualified, however, left us unable to use the funding. Therefore, the funding is now being made available for reallocation to a City project.

This issue has been addressed in our current year by qualifying all graffiti abatement as a public service, rather than as a rehab activity.

Project LOD 08-19 Elm Street Handicap Ramps \$23,524.00

During the allocation process for 2009 Entitlement funds, we also addressed the reallocation of available Urban County CDBG funding to new projects. One of them was the West Elm Street Handicap Ramp Replacement Project that will reconfigure the handicap parking spaces on the 100 block of West Elm Street, adjacent to the downtown movie theater. During that same allocation process, we addressed the allocation of the CDBG-Reinvest (CDBG-R) funding that had been designated for Lodi. As the City Council authorized the majority of our CDBG-R allocation to the Lodi Community Center project, there was a remainder that the Council specifically wanted to go to a local infrastructure project that fit the CDBG-R requirements.

Staff has identified this West Elm Street project as the best recipient of those CDBG-R funds. The combined CDBG and CDBG-R allocations provide a total \$53,524.00 for the project, which has an Engineer's Estimate of \$30,000. We thereby recommend that the balance of \$23,524 be reallocated.

New City Projects

From the aforementioned CDBG funding, we have \$127,683.67 available to reallocate now to City projects. Staff believes that there could be another \$80,000 - \$100,000 available to reprogram from other completed projects within the next three to four months. After meeting with both the Parks & Recreation and Public Works Directors, staff has identified the following eligible projects that can utilize the City's allocation of CDBG funds by June 2010.

- Eastside Alley Drainage Improvement
 - Similar to the project that was approved for the 2009 Entitlement Program, funds would be used for the reconstruction of an Eastside alley to provide adequate storm water drainage and an overall improved alley surface.
- Handicap Ramp Replacement
 - This would continue the long-standing practice of providing handicap ramps at crucial intersections in the Eastside Target Area and other select locations around public facilities.

New CBO Project

From the aforementioned CDBG funding, we have \$25,058.06 available to reallocate to a CBO project. Staff has identified the following eligible project that can utilize the CBO allocation of CDBG funds by June 2010.

- Salvation Army Hope Harbor Shelter Roof Replacement Project
 - The Salvation Army had requested funding for this project during the 2009 application process and while it was deemed a worthy project, there was not sufficient funding to go around. The Salvation Army has estimated that they will need at least \$75,000 to complete this project. In addition to the funding that they are requesting from Lodi, they have secured commitments for funding from both San Joaquin County (\$18,000) and the City of Stockton (\$16,500), as they have been able to demonstrate that a percentage of their clientele are from those jurisdictions. The Salvation Army has also secured a \$1000 energy rebate from our Electric Utility Department for the proposed use of a foam roofing material.

HOME Program Funding

<u>Housing Rehab Loan Program</u>	<u>\$230,666.64</u>
-----------------------------------	---------------------

There is currently no demand for our Owner-Occupied Housing Rehabilitation Loan Program and therefore we need to reprogram those funds to where they can be used in a more timely manner. At the same time, we have identified the following opportunity with our Neighborhood Stabilization Program (NSP) developer for the development of affordable housing that will create two, new single-family dwellings on what is now a vacant parcel.

New Affordable Housing Project

Service First of Northern California, the local non-profit affordable housing developer that was selected by San Joaquin County to implement our NSP funding, has identified a vacant parcel at the corner of South Garfield Street and East Oak Street as a potential site for development of two affordable housing units.

The vacant corner parcel would be split into two lots and new single-family dwellings would be built on each. This mirrors an identical development that Service First is doing on the adjacent property to the east, where they have acquired a vacant, foreclosed property using NSP funding. They intend to split that property into two parcels as well in order to construct two single-family dwellings.

The HOME funds in this instance would be used for the acquisition of the corner parcel, as well as some pre-development costs once the property has been purchased.

Funding Recommendations

Staff recommends the reallocation of the available \$127,683.67 in CDBG funding for City projects as follows:

- Eastside Alley Drainage Improvement Project (\$107,000.00)
- Handicap Ramp Replacement (\$20,683.67)

Staff recommends the reallocation of the available \$25,058.06 in CDBG funding for CBO projects as follows:

- Salvation Army Hope Harbor Shelter Roof Replacement Project (\$25,058.06)

Staff recommends the reallocation of the available \$230,666.64 in HOME Program funding as follows:

- Service First of Northern California – Site acquisition and pre-development costs for the project site at 500 E. Oak Street, Lodi, CA.

FISCAL IMPACT: Project delivery costs (design, printing, advertising, labor standards review, etc.) are incorporated into the project allocations.

FUNDING AVAILABLE: Urban County CDBG Program Funding

Konradt Bartlam
Community Development Director

KB/jw

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE REALLOCATION OF AVAILABLE
URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) AND HOME PROGRAM FUNDING

=====

WHEREAS, a total of \$129,883.09 in Urban County CDBG funds are available for reallocation from the following projects:

LOD 08-03	Elm Street Demolition Project	\$53,859.09
LOD 08-12	Graffiti Abatement – Private Property	\$52,500.00
LOD 08-19	Elm Street Handicap Ramps	\$23,524.00; and

WHEREAS, a total of \$230,666.64 in Urban County HOME Program funding is available from the Housing Rehabilitation Program account; and

WHEREAS, the City of Lodi is attempting to reprogram all available Urban County CDBG and HOME Program funding to projects that can expend the funds by June 30, 2010, in order to close out our balance of funding with San Joaquin County.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the reallocation of Urban County CDBG and HOME Program funds from the aforementioned project accounts to the following projects;

CDBG Program Funding

• City of Lodi Public Works	Alley Drainage Improvement Project	\$80,000.00
• City of Lodi Public Works	Handicap Ramp Replacement Project	\$24,825.03
• Salvation Army-Lodi	Hope Harbor Shelter Roof Replacement	\$25,058.06

HOME Program Funding

• Service First of Northern California, Inc.	Site Acquisition/Pre-development Affordable Housing - 500 E. Oak	\$230,666.64
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Dated: September 16, 2009

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I hereby certify that Resolution 2009-_____ was passed and adopted by the Lodi City Council in a regular meeting held on September 16, 2009, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-_____



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER REALLOCATION OF AVAILABLE
URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT AND
HOME PROGRAM FUNDING

PUBLISH DATE: SATURDAY, SEPTEMBER 19, 2009
SATURDAY, SEPTEMBER 26, 2009


LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, SEPTEMBER 17, 2009

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS	Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
	Phoned to confirm receipt of all pages at _____ (time) _____ JMR _____ CF _____ MB (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER REALLOCATION OF AVAILABLE URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAM FUNDING

On Friday, September 18, 2009, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider reallocation of available Urban County Community Development Block Grant and HOME Program funding (attached and marked as Exhibit A) was posted at the following locations:


Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 18, 2009, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

PUBLIC HEARING TO CONSIDER REALLOCATION OF AVAILABLE URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAM FUNDING

On September 17, 2009, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider reallocation of available Urban County Community Development Block Grant and HOME Program funding, attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

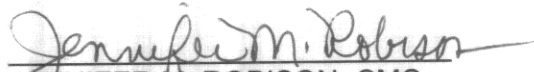
There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 17, 2009, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK, CITY OF LODI**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: October 7, 2009

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

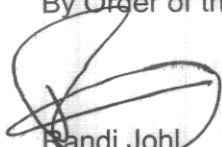
NOTICE IS HEREBY GIVEN that on **Wednesday, October 7, 2009**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

- a) Reallocation of available Urban County Community Development Block Grant and HOME Program funding.**

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

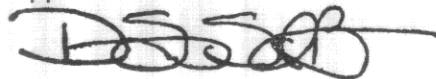
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Randi Johl
City Clerk

Dated: September 16, 2009

Approved as to form:



D. Stephen Schwabauer
City Attorney

Public Hearing – Stakeholders List

EXHIBIT B

Vernell Hill & Sharon Simas, Service First of Northern California
102 W. Bianchi Road
Stockton, CA 95207

Tracy Williams, Executive Director/CEO, LOEL Foundation (Senior Center)*
105 S. Washington Street
Lodi, CA 95240

Lt. Dan Williams
Lodi Salvation Army
PO Box 1388
Lodi, CA 95241



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Resolution Approving New Rates for Solid Waste Collection

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Conduct a public hearing to consider a resolution approving new rates for solid waste collection, direct the City Clerk to tabulate the protest percentage and certify the results to the Council, and adopt a resolution approving new solid waste rates.

BACKGROUND INFORMATION: As a part of the franchise agreement with Central Valley Waste Services, rates for solid waste collection are to be adjusted annually. Section 7c of the franchise agreement states that starting April 1, 2005, rates shall be adjusted in a percentage amount equal to 80% of the annual change in the Consumer Price Index for all Urban Consumers for San Francisco-Oakland-San Jose, California area, All Items (1982-84=100). The percent increase in rates based on the CPI change is 2.488%. Section 7f of the franchise agreement also states that the contractor may request additional increases due to extraordinary increases in landfill costs. Central Valley Waste Services is asking for an additional increase in rates for increased disposal costs that have risen by 0.459%. The total rate increase requested by Central Valley Waste Services is 2.947%.

The proposed rates are attached. For most residential customers, the rate increase will be less than one dollar. The effective date of the proposed rate is October 8, 2009. Prior to the public hearing, Central Valley Waste Services issued public notification pursuant to the requirements of Proposition 218. Central Valley Waste Services incurred the costs of the public notification and will report the results at the public hearing. The resolution to increase rates may only be adopted if the protests received represent less than fifty percent of the payment base. The protest process before the Council at this time meets the City's obligation under the law for this year plus five more.

FISCAL IMPACT: Franchise fees paid to the City will increase by approximately \$14,500.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RA/pmf
Attachment
cc: Central Valley Waste Services
Steve Mann, Information Systems Division Manager

APPROVED: _____
Blair King, City Manager

CITY OF LODI
MULTI-CART CURBSIDE REFUSE RATES
EFFECTIVE October 8, 2009 THROUGH MARCH 31, 2010

	Current Rate Per Month	New Rate Per Month
<u>1. 35 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 21.94	\$ 22.59
2 Refuse Carts	\$ 54.80	\$ 56.41
3 Refuse Carts	\$ 87.69	\$ 90.27
4 Refuse Carts	\$ 120.60	\$ 124.15
<u>2. 64 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 32.99	\$ 33.96
2 Refuse Carts	\$ 82.44	\$ 84.87
3 Refuse Carts	\$ 131.89	\$ 135.78
<u>3. 96 GALLON WASTE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 71.93	\$ 74.05
2 Refuse Carts	\$ 143.87	\$ 148.11
3 Refuse Carts	\$ 215.80	\$ 222.16
<u>4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES</u>		
Monthly rate is reduced one (1) dollar from above	\$ (1.00)	\$ (1.00)
<u>5. LOW VOLUME USER 1X PER WEEK****</u>		
One (1) - 20 Gallon Low Volume Refuse Cart	\$ 14.92	\$ 15.36
<u>6. LOW INCOME USER 1X PER WEEK****</u>		
20 Gallon Refuse Cart	\$ 9.51	\$ 9.79
35 Gallon Refuse Cart	\$ 11.88	\$ 12.23
<u>7. ADDITIONAL 64 GALLON RECYCLING CARTS</u>		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$ 11.83	\$ 12.17
<u>8. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS</u>		
Second and Third Yard and Garden Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Yard and Garden Car	\$ 11.83	\$ 12.17
<u>9. BACK YARD SERVICE****</u>		
Monthly service charge	\$ 12.14	\$ 12.50
Qualified Disabled	No Add'l Charge	No Add'l Charge

Notes:

****Applies to Single Family Dwellings Only

CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2009 THROUGH MARCH 31, 2010

WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER

# OF CONTAINERS		1 X WK		2 X WK		3 X WK		4 X WK		5 X WK		6 X WK
1	\$	118.02	\$	219.58	\$	503.12	\$	907.98	\$	1,434.19	\$	2,081.71
2	\$	187.52	\$	342.12	\$	715.07	\$	1,233.65	\$	1,897.82	\$	2,707.55
3	\$	257.00	\$	464.63	\$	927.03	\$	1,559.32	\$	2,361.41	\$	3,333.37
4	\$	326.47	\$	587.15	\$	1,138.98	\$	1,884.93	\$	2,825.01	\$	3,959.24
5	\$	395.98	\$	709.66	\$	1,350.93	\$	2,210.62	\$	3,288.65	\$	4,585.06
6	\$	465.47	\$	832.18	\$	1,562.88	\$	2,536.28	\$	3,752.24	\$	5,210.89
7	\$	534.95	\$	954.73	\$	1,774.85	\$	2,861.92	\$	4,215.87	\$	5,836.74
8	\$	604.42	\$	1,077.23	\$	1,986.82	\$	3,187.53	\$	4,679.46	\$	6,462.59
9	\$	673.92	\$	1,199.78	\$	2,198.76	\$	3,513.21	\$	5,143.10	\$	7,088.42
10	\$	743.43	\$	1,322.29	\$	2,410.71	\$	3,838.86	\$	5,606.70	\$	7,714.23

WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER

# OF CONTAINERS		1 X WK		2 X WK		3 X WK		4 X WK		5 X WK		6 X WK
1	\$	171.97	\$	324.13	\$	670.74	\$	1,146.94	\$	1,752.77	\$	2,488.20
2	\$	292.04	\$	544.60	\$	1,030.39	\$	1,671.78	\$	2,468.66	\$	3,421.12
3	\$	412.15	\$	765.03	\$	1,390.13	\$	2,196.62	\$	3,184.57	\$	4,354.02
4	\$	532.21	\$	985.51	\$	1,749.78	\$	2,721.44	\$	3,900.50	\$	5,286.93
5	\$	652.34	\$	1,205.90	\$	2,109.46	\$	3,246.29	\$	4,616.39	\$	6,219.83
6	\$	772.43	\$	1,426.39	\$	2,469.09	\$	3,771.12	\$	5,332.32	\$	7,152.74
7	\$	892.55	\$	1,646.83	\$	2,828.82	\$	4,295.95	\$	6,048.21	\$	8,085.62
8	\$	1,012.62	\$	1,867.29	\$	3,188.51	\$	4,820.77	\$	6,764.12	\$	9,018.53
9	\$	1,132.74	\$	2,087.74	\$	3,548.17	\$	5,345.61	\$	7,479.22	\$	9,951.43
10	\$	1,252.83	\$	2,308.16	\$	3,907.85	\$	5,870.43	\$	8,197.16	\$	10,884.33

WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER

# OF CONTAINERS		1 X WK		2 X WK		3 X WK		4 X WK		5 X WK		6 X WK
1	\$	218.93	\$	414.82	\$	805.10	\$	1,325.00	\$	1,974.51	\$	2,753.64
2	\$	386.01	\$	725.93	\$	1,299.16	\$	2,027.88	\$	2,912.16	\$	3,952.00
3	\$	553.09	\$	1,037.07	\$	1,793.20	\$	2,730.80	\$	3,849.82	\$	5,150.34
4	\$	720.14	\$	1,348.16	\$	2,287.22	\$	3,433.67	\$	4,787.50	\$	6,348.70
5	\$	887.23	\$	1,659.30	\$	2,781.29	\$	4,136.60	\$	5,725.21	\$	7,547.05
6	\$	1,054.33	\$	1,970.39	\$	3,275.32	\$	4,839.47	\$	6,662.83	\$	8,745.40
7	\$	1,221.38	\$	2,281.14	\$	3,769.38	\$	5,542.36	\$	7,600.47	\$	9,943.77
8	\$	1,388.45	\$	2,592.62	\$	4,263.42	\$	6,245.26	\$	8,538.17	\$	11,142.12
9	\$	1,555.53	\$	2,903.77	\$	4,757.49	\$	6,948.14	\$	9,475.81	\$	12,340.47
10	\$	1,722.61	\$	3,214.88	\$	5,251.51	\$	7,651.04	\$	10,413.45	\$	13,538.79

CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2009 THROUGH MARCH 31, 2010

WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 265.93	\$ 505.49	\$ 939.49	\$ 1,503.10	\$ 2,196.29	\$ 3,019.11
2	\$ 479.97	\$ 907.29	\$ 1,567.89	\$ 2,384.03	\$ 3,355.71	\$ 4,482.92
3	\$ 694.03	\$ 1,309.12	\$ 2,196.32	\$ 3,265.03	\$ 4,515.13	\$ 5,946.74
4	\$ 908.10	\$ 1,710.92	\$ 2,824.75	\$ 4,146.00	\$ 5,674.58	\$ 7,410.52
5	\$ 1,122.15	\$ 2,112.70	\$ 3,453.17	\$ 5,026.94	\$ 6,834.02	\$ 8,874.36
6	\$ 1,336.23	\$ 2,514.51	\$ 4,081.60	\$ 5,907.91	\$ 7,993.41	\$ 10,338.15
7	\$ 1,550.32	\$ 2,916.34	\$ 4,710.04	\$ 6,788.88	\$ 9,152.83	\$ 11,801.97
8	\$ 1,764.40	\$ 3,318.13	\$ 5,338.44	\$ 7,669.82	\$ 10,312.27	\$ 13,265.78
9	\$ 1,978.44	\$ 3,719.94	\$ 5,966.86	\$ 8,550.80	\$ 11,471.72	\$ 14,729.59
10	\$ 2,192.54	\$ 4,121.74	\$ 6,595.27	\$ 9,431.74	\$ 12,631.14	\$ 16,193.41

WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 312.91	\$ 596.19	\$ 1,073.87	\$ 1,681.14	\$ 2,418.06	\$ 3,284.55
2	\$ 573.96	\$ 1,088.64	\$ 1,836.69	\$ 2,740.20	\$ 3,799.23	\$ 5,013.80
3	\$ 834.99	\$ 1,581.14	\$ 2,599.47	\$ 3,799.21	\$ 5,180.44	\$ 6,743.12
4	\$ 1,096.06	\$ 2,073.64	\$ 3,362.27	\$ 4,858.26	\$ 6,561.62	\$ 8,472.40
5	\$ 1,357.15	\$ 2,566.14	\$ 4,125.04	\$ 5,917.30	\$ 7,942.80	\$ 10,201.67
6	\$ 1,618.16	\$ 3,058.61	\$ 4,887.87	\$ 6,976.32	\$ 9,324.02	\$ 11,930.91
7	\$ 1,879.27	\$ 3,551.08	\$ 5,650.66	\$ 8,035.38	\$ 10,705.21	\$ 13,660.17
8	\$ 2,140.30	\$ 4,043.57	\$ 6,413.47	\$ 9,094.41	\$ 12,086.38	\$ 15,389.46
9	\$ 2,401.38	\$ 4,536.08	\$ 7,176.25	\$ 10,153.44	\$ 13,467.59	\$ 17,118.73
10	\$ 2,662.42	\$ 5,028.57	\$ 7,939.06	\$ 11,212.47	\$ 14,848.75	\$ 18,848.00

WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 359.86	\$ 686.84	\$ 1,208.25	\$ 1,859.21	\$ 2,639.82	\$ 3,550.04
2	\$ 667.91	\$ 1,270.01	\$ 2,105.40	\$ 3,096.32	\$ 4,242.77	\$ 5,544.72
3	\$ 975.95	\$ 1,853.15	\$ 3,002.59	\$ 4,333.41	\$ 5,845.68	\$ 7,539.48
4	\$ 1,283.99	\$ 2,436.32	\$ 3,899.71	\$ 5,570.50	\$ 7,448.66	\$ 9,534.17
5	\$ 1,592.03	\$ 3,019.45	\$ 4,796.89	\$ 6,807.59	\$ 9,051.59	\$ 11,528.89
6	\$ 1,900.04	\$ 3,602.66	\$ 5,694.07	\$ 8,044.70	\$ 10,654.53	\$ 13,523.62
7	\$ 2,208.08	\$ 4,185.82	\$ 6,591.21	\$ 9,281.78	\$ 12,257.49	\$ 15,518.33
8	\$ 2,516.11	\$ 4,768.98	\$ 7,488.39	\$ 10,518.88	\$ 13,860.41	\$ 17,513.03
9	\$ 2,824.15	\$ 5,352.11	\$ 8,385.57	\$ 11,755.99	\$ 15,463.38	\$ 19,507.76
10	\$ 3,132.23	\$ 5,935.27	\$ 9,282.72	\$ 12,993.06	\$ 17,066.31	\$ 21,502.50

CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE

EFFECTIVE APRIL 1, 2009 THROUGH MARCH 31, 2010

	CURRENT RATES	NEW RATES
<u>PERMANENT HIGH FREQUENCY ROLL-OFF RATES</u>		
1. Drop-off and Pick-up Charge Per Box	\$ 152.09	\$ 156.57
2. Weighed Tons Disposed/Box X Processing Charge	\$ 34.25	\$ 35.26
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<div style="border: 1px solid black; width: 100px; height: 1.2em; margin: 0 auto;"></div>	

<u>ONE-TIME TEMPORARY USER ROLL-OFF RATES</u>		
1. Drop/off/Pick-up Charge Per Box	\$ 193.01	\$ 198.70
2. Tons Disposed/Box X Processing Charge (Average of five (5) tons charged per Box)	\$ 34.25	\$ 35.26
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<div style="border: 1px solid black; width: 100px; height: 1.2em; margin: 0 auto;"></div>	

CITY OF LODI
10 TO 50 CUBIC YARD ROLL OFF* CONTAINERS
COMPACTOR RATE STRUCTURE
EFFECTIVE APRIL 1, 2009 THROUGH MARCH 31, 2010

	CURRENT RATES	NEW RATES
TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES		
1. Drop/off/Pick-up Charge Per Box	\$ 258.63	\$ 266.25
2. Tons Disposed/Box X Processing Charge	\$ 34.25	\$ 35.26
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>	

* This charge will be applied to loads that are serviced by "Roll Off" vehicles.

* This charge will be applied per load to self contained compaction containers or containers that attach to a charging unit for the purpose of compaction in sizes on or about 10 to 50 cubic

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING NEW RATES FOR SOLID WASTE
COLLECTION

=====

WHEREAS, the Council of the City of Lodi finds as follows:

1. The City of Lodi provides solid waste disposal service to its citizens through a Franchise Agreement with USA Waste of California, Inc., (Waste Management);
2. Pursuant to Lodi Municipal Code Section 13.16.110 (Ordinance No. 1709), the schedule of rates for solid waste collection shall be established and adopted by the City Council from time to time by Resolution;
3. Waste Management has requested increases to the current solid waste disposal rates for inflation and increased disposal fees as permitted under their Franchise Agreement;
4. The Council directed that notice of a hearing thereon be given to the property owners and solid waste disposal customers in the City, with such notice to include, among other matters, the information required to be included pursuant to California law;
5. Pursuant to California Constitution, Article XIII C and Government Code 53755, such notice has been mailed to those property owners and account holders, at least 45 days before the hearing, as evidenced by a Certificate of Mailing on file with the City Clerk;
6. The Council also directed that notice of a hearing thereon be given with such notice to include the information required to be included pursuant to Government Code section 54354.5;
7. Such notice has been published once each week for two weeks, in accordance with Government Code section 54354.5, in the Lodi News-Sentinel as evidenced by Proofs of Publication on file with the City Clerk;
8. On October 7, 2009, the City Council conducted said public hearing, at which time the City Council heard all objections and protests to the proposed increased rates;
9. Written protests against the proposed increased rates were not presented by a majority of the property owners and wastewater disposal utility customers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi as follows:

Pursuant to Lodi Municipal Code Chapter 13.16 – Solid Waste – as it relates to solid waste collection, new monthly rates are hereby established, as more fully shown on Exhibits A, B, C and D attached hereto, which is incorporated by reference as if fully set forth herein.

BE IT FURTHER RESOLVED that all of the rate schedules attached marked Exhibit A, B, C and D shall be effective on all bills which are prepared on or after October 8, 2009; and

BE IT FURTHER RESOLVED that, following adoption, this Resolution shall be published one time in the “Lodi News Sentinel,” a daily newspaper of general circulation printed and published in the City of Lodi.

Dated: October 7, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-_____

CITY OF LODI
MULTI-CART CURBSIDE REFUSE RATES
EFFECTIVE October 8, 2009 THROUGH MARCH 31, 2010

	Current Rate Per Month	New Rate Per Month
<u>1. 35 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 21.94	\$ 22.59
2 Refuse Carts	\$ 54.80	\$ 56.41
3 Refuse Carts	\$ 87.69	\$ 90.27
4 Refuse Carts	\$ 120.60	\$ 124.15
<u>2. 64 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 32.99	\$ 33.96
2 Refuse Carts	\$ 82.44	\$ 84.87
3 Refuse Carts	\$ 131.89	\$ 135.78
<u>3. 96 GALLON WASTE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 71.93	\$ 74.05
2 Refuse Carts	\$ 143.87	\$ 148.11
3 Refuse Carts	\$ 215.80	\$ 222.16
<u>4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES</u>		
Monthly rate is reduced one (1) dollar from above	\$ (1.00)	\$ (1.00)
<u>5. LOW VOLUME USER 1X PER WEEK****</u>		
One (1) - 20 Gallon Low Volume Refuse Cart	\$ 14.92	\$ 15.36
<u>6. LOW INCOME USER 1X PER WEEK****</u>		
20 Gallon Refuse Cart	\$ 9.51	\$ 9.79
35 Gallon Refuse Cart	\$ 11.88	\$ 12.23
<u>7. ADDITIONAL 64 GALLON RECYCLING CARTS</u>		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$ 11.83	\$ 12.17
<u>8. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS</u>		
Second and Third Yard and Garden Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Yard and Garden Car	\$ 11.83	\$ 12.17
<u>9. BACK YARD SERVICE****</u>		
Monthly service charge	\$ 12.14	\$ 12.50
Qualified Disabled	No Add'l Charge	No Add'l Charge

Notes:

****Applies to Single Family Dwellings Only

CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2009 THROUGH MARCH 31, 2010

WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 118.02	\$ 219.58	\$ 503.12	\$ 907.98	\$ 1,434.19	\$ 2,081.71
2	\$ 187.52	\$ 342.12	\$ 715.07	\$ 1,233.65	\$ 1,897.82	\$ 2,707.55
3	\$ 257.00	\$ 464.63	\$ 927.03	\$ 1,559.32	\$ 2,361.41	\$ 3,333.37
4	\$ 326.47	\$ 587.15	\$ 1,138.98	\$ 1,884.93	\$ 2,825.01	\$ 3,959.24
5	\$ 395.98	\$ 709.66	\$ 1,350.93	\$ 2,210.62	\$ 3,288.65	\$ 4,585.06
6	\$ 465.47	\$ 832.18	\$ 1,562.88	\$ 2,536.28	\$ 3,752.24	\$ 5,210.89
7	\$ 534.95	\$ 954.73	\$ 1,774.85	\$ 2,861.92	\$ 4,215.87	\$ 5,836.74
8	\$ 604.42	\$ 1,077.23	\$ 1,986.82	\$ 3,187.53	\$ 4,679.46	\$ 6,462.59
9	\$ 673.92	\$ 1,199.78	\$ 2,198.76	\$ 3,513.21	\$ 5,143.10	\$ 7,088.42
10	\$ 743.43	\$ 1,322.29	\$ 2,410.71	\$ 3,838.86	\$ 5,606.70	\$ 7,714.23

WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 171.97	\$ 324.13	\$ 670.74	\$ 1,146.94	\$ 1,752.77	\$ 2,488.20
2	\$ 292.04	\$ 544.60	\$ 1,030.39	\$ 1,671.78	\$ 2,468.66	\$ 3,421.12
3	\$ 412.15	\$ 765.03	\$ 1,390.13	\$ 2,196.62	\$ 3,184.57	\$ 4,354.02
4	\$ 532.21	\$ 985.51	\$ 1,749.78	\$ 2,721.44	\$ 3,900.50	\$ 5,286.93
5	\$ 652.34	\$ 1,205.90	\$ 2,109.46	\$ 3,246.29	\$ 4,616.39	\$ 6,219.83
6	\$ 772.43	\$ 1,426.39	\$ 2,469.09	\$ 3,771.12	\$ 5,332.32	\$ 7,152.74
7	\$ 892.55	\$ 1,646.83	\$ 2,828.82	\$ 4,295.95	\$ 6,048.21	\$ 8,085.62
8	\$ 1,012.62	\$ 1,867.29	\$ 3,188.51	\$ 4,820.77	\$ 6,764.12	\$ 9,018.53
9	\$ 1,132.74	\$ 2,087.74	\$ 3,548.17	\$ 5,345.61	\$ 7,479.22	\$ 9,951.43
10	\$ 1,252.83	\$ 2,308.16	\$ 3,907.85	\$ 5,870.43	\$ 8,197.16	\$ 10,884.33

WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 218.93	\$ 414.82	\$ 805.10	\$ 1,325.00	\$ 1,974.51	\$ 2,753.64
2	\$ 386.01	\$ 725.93	\$ 1,299.16	\$ 2,027.88	\$ 2,912.16	\$ 3,952.00
3	\$ 553.09	\$ 1,037.07	\$ 1,793.20	\$ 2,730.80	\$ 3,849.82	\$ 5,150.34
4	\$ 720.14	\$ 1,348.16	\$ 2,287.22	\$ 3,433.67	\$ 4,787.50	\$ 6,348.70
5	\$ 887.23	\$ 1,659.30	\$ 2,781.29	\$ 4,136.60	\$ 5,725.21	\$ 7,547.05
6	\$ 1,054.33	\$ 1,970.39	\$ 3,275.32	\$ 4,839.47	\$ 6,662.83	\$ 8,745.40
7	\$ 1,221.38	\$ 2,281.14	\$ 3,769.38	\$ 5,542.36	\$ 7,600.47	\$ 9,943.77
8	\$ 1,388.45	\$ 2,592.62	\$ 4,263.42	\$ 6,245.26	\$ 8,538.17	\$ 11,142.12
9	\$ 1,555.53	\$ 2,903.77	\$ 4,757.49	\$ 6,948.14	\$ 9,475.81	\$ 12,340.47
10	\$ 1,722.61	\$ 3,214.88	\$ 5,251.51	\$ 7,651.04	\$ 10,413.45	\$ 13,538.79

CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2009 THROUGH MARCH 31, 2010

WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 265.93	\$ 505.49	\$ 939.49	\$ 1,503.10	\$ 2,196.29	\$ 3,019.11
2	\$ 479.97	\$ 907.29	\$ 1,567.89	\$ 2,384.03	\$ 3,355.71	\$ 4,482.92
3	\$ 694.03	\$ 1,309.12	\$ 2,196.32	\$ 3,265.03	\$ 4,515.13	\$ 5,946.74
4	\$ 908.10	\$ 1,710.92	\$ 2,824.75	\$ 4,146.00	\$ 5,674.58	\$ 7,410.52
5	\$ 1,122.15	\$ 2,112.70	\$ 3,453.17	\$ 5,026.94	\$ 6,834.02	\$ 8,874.36
6	\$ 1,336.23	\$ 2,514.51	\$ 4,081.60	\$ 5,907.91	\$ 7,993.41	\$ 10,338.15
7	\$ 1,550.32	\$ 2,916.34	\$ 4,710.04	\$ 6,788.88	\$ 9,152.83	\$ 11,801.97
8	\$ 1,764.40	\$ 3,318.13	\$ 5,338.44	\$ 7,669.82	\$ 10,312.27	\$ 13,265.78
9	\$ 1,978.44	\$ 3,719.94	\$ 5,966.86	\$ 8,550.80	\$ 11,471.72	\$ 14,729.59
10	\$ 2,192.54	\$ 4,121.74	\$ 6,595.27	\$ 9,431.74	\$ 12,631.14	\$ 16,193.41

WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 312.91	\$ 596.19	\$ 1,073.87	\$ 1,681.14	\$ 2,418.06	\$ 3,284.55
2	\$ 573.96	\$ 1,088.64	\$ 1,836.69	\$ 2,740.20	\$ 3,799.23	\$ 5,013.80
3	\$ 834.99	\$ 1,581.14	\$ 2,599.47	\$ 3,799.21	\$ 5,180.44	\$ 6,743.12
4	\$ 1,096.06	\$ 2,073.64	\$ 3,362.27	\$ 4,858.26	\$ 6,561.62	\$ 8,472.40
5	\$ 1,357.15	\$ 2,566.14	\$ 4,125.04	\$ 5,917.30	\$ 7,942.80	\$ 10,201.67
6	\$ 1,618.16	\$ 3,058.61	\$ 4,887.87	\$ 6,976.32	\$ 9,324.02	\$ 11,930.91
7	\$ 1,879.27	\$ 3,551.08	\$ 5,650.66	\$ 8,035.38	\$ 10,705.21	\$ 13,660.17
8	\$ 2,140.30	\$ 4,043.57	\$ 6,413.47	\$ 9,094.41	\$ 12,086.38	\$ 15,389.46
9	\$ 2,401.38	\$ 4,536.08	\$ 7,176.25	\$ 10,153.44	\$ 13,467.59	\$ 17,118.73
10	\$ 2,662.42	\$ 5,028.57	\$ 7,939.06	\$ 11,212.47	\$ 14,848.75	\$ 18,848.00

WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 359.86	\$ 686.84	\$ 1,208.25	\$ 1,859.21	\$ 2,639.82	\$ 3,550.04
2	\$ 667.91	\$ 1,270.01	\$ 2,105.40	\$ 3,096.32	\$ 4,242.77	\$ 5,544.72
3	\$ 975.95	\$ 1,853.15	\$ 3,002.59	\$ 4,333.41	\$ 5,845.68	\$ 7,539.48
4	\$ 1,283.99	\$ 2,436.32	\$ 3,899.71	\$ 5,570.50	\$ 7,448.66	\$ 9,534.17
5	\$ 1,592.03	\$ 3,019.45	\$ 4,796.89	\$ 6,807.59	\$ 9,051.59	\$ 11,528.89
6	\$ 1,900.04	\$ 3,602.66	\$ 5,694.07	\$ 8,044.70	\$ 10,654.53	\$ 13,523.62
7	\$ 2,208.08	\$ 4,185.82	\$ 6,591.21	\$ 9,281.78	\$ 12,257.49	\$ 15,518.33
8	\$ 2,516.11	\$ 4,768.98	\$ 7,488.39	\$ 10,518.88	\$ 13,860.41	\$ 17,513.03
9	\$ 2,824.15	\$ 5,352.11	\$ 8,385.57	\$ 11,755.99	\$ 15,463.38	\$ 19,507.76
10	\$ 3,132.23	\$ 5,935.27	\$ 9,282.72	\$ 12,993.06	\$ 17,066.31	\$ 21,502.50

CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE

EFFECTIVE APRIL 1, 2009 THROUGH MARCH 31, 2010

	CURRENT RATES	NEW RATES
<u>PERMANENT HIGH FREQUENCY ROLL-OFF RATES</u>		
1. Drop-off and Pick-up Charge Per Box	\$ 152.09	\$ 156.57
2. Weighed Tons Disposed/Box X Processing Charge	\$ 34.25	\$ 35.26
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	

<u>ONE-TIME TEMPORARY USER ROLL-OFF RATES</u>		
1. Drop/off/Pick-up Charge Per Box	\$ 193.01	\$ 198.70
2. Tons Disposed/Box X Processing Charge (Average of five (5) tons charged per Box)	\$ 34.25	\$ 35.26
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	

CITY OF LODI
10 TO 50 CUBIC YARD ROLL OFF* CONTAINERS
COMPACTOR RATE STRUCTURE
EFFECTIVE APRIL 1, 2009 THROUGH MARCH 31, 2010

	CURRENT RATES	NEW RATES
TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES		
1. Drop/off/Pick-up Charge Per Box	\$ 258.63	\$ 266.25
2. Tons Disposed/Box X Processing Charge	\$ 34.25	\$ 35.26
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	

* This charge will be applied to loads that are serviced by "Roll Off" vehicles.

* This charge will be applied per load to self contained compaction containers or containers that attach to a charging unit for the purpose of compaction in sizes on or about 10 to 50 cubic



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER NEW RATES FOR SOLID
WASTE COLLECTION**

**PUBLISH DATE: SATURDAY, AUGUST 29, 2009
SATURDAY, SEPTEMBER 19, 2009**


LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, AUGUST 20, 2009

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS	Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
	Phoned to confirm receipt of all pages at _____ (time) _____ CF _____ MB _____ JMR (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER NEW RATES FOR SOLID WASTE COLLECTION

On Friday, August 21, 2009, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider new rates for solid waste collection (attached and marked as Exhibit A) was posted at the following locations:

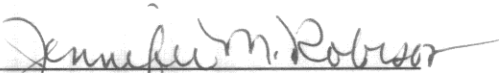
Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 21, 2009, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: October 7, 2009

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, October 7, 2009**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Resolution approving new rates for solid waste collection (as identified on the attached Exhibit A).

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written protests may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk at, or prior to, the public hearing.

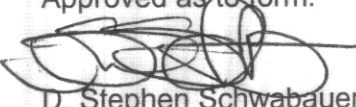
At said hearing, any person interested, including any person owning property in the City, may be heard as to whether said charges are discriminatory or excessive, or will not be sufficient under Government Code Section 54515, or will not comply with the provisions or covenants of any outstanding revenue bonds of the City payable from the revenues of the respective enterprise, or will not comply with the provisions of Title 5, Division 2, Part 1, Chapter 6 "The Revenue Bond Law" of the Government Code, or an any other matter related to the proposed charges or their method of adoption.

By Order of the Lodi City Council:


Randi Johl
City Clerk

Dated: August 19, 2009

Approved as to form:


D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING NEW RATES FOR SOLID WASTE
COLLECTION

=====

WHEREAS, the Council of the City of Lodi finds as follows:

1. The City of Lodi provides solid waste disposal service to its citizens through a Franchise Agreement with USA Waste of California, Inc., (Waste Management);
2. Pursuant to Lodi Municipal Code Section 13.16.110 (Ordinance No. 1709), the schedule of rates for solid waste collection shall be established and adopted by the City Council from time to time by Resolution;
3. Waste Management has requested increases to the current solid waste disposal rates for inflation and increased disposal fees as permitted under their Franchise Agreement;
4. The Council directed that notice of a hearing thereon be given to the property owners and solid waste disposal customers in the City, with such notice to include, among other matters, the information required to be included pursuant to California law;
5. Pursuant to California Constitution, Article XIIC and Government Code 53755, such notice has been mailed to those property owners and account holders, at least 45 days before the hearing, as evidenced by a Certificate of Mailing on file with the City Clerk;
6. The Council also directed that notice of a hearing thereon be given with such notice to include the information required to be included pursuant to Government Code section 54354.5;
7. Such notice has been published once each week for two weeks, in accordance with Government Code section 54354.5, in the Lodi News-Sentinel as evidenced by Proofs of Publication on file with the City Clerk;
8. On October 7, 2009, the City Council conducted said public hearing, at which time the City Council heard all objections and protests to the proposed increased rates;
9. Written protests against the proposed increased rates were not presented by a majority of the property owners and wastewater disposal utility customers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi as follows:

Pursuant to Lodi Municipal Code Chapter 13.16 – Solid Waste – as it relates to solid waste collection, new monthly rates are hereby established, as more fully shown on Exhibits A, B, C and D attached hereto, which is incorporated by reference as if fully set forth herein.

BE IT FURTHER RESOLVED that all of the rate schedules attached marked Exhibit A, B, C and D shall be effective on all bills which are prepared on or after October 8, 2009; and

BE IT FURTHER RESOLVED that, following adoption, this Resolution shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi.

Dated: October 7, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-_____

CITY OF LODI
MULTI-CART CURBSIDE REFUSE RATES
EFFECTIVE October 8, 2009 THROUGH MARCH 31, 2010

	Current Rate Per Month	New Rate Per Month
<u>1. 35 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 21.94	\$ 22.59
2 Refuse Carts	\$ 54.80	\$ 56.41
3 Refuse Carts	\$ 87.69	\$ 90.27
4 Refuse Carts	\$ 120.60	\$ 124.15
<u>2. 64 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 32.99	\$ 33.96
2 Refuse Carts	\$ 82.44	\$ 84.87
3 Refuse Carts	\$ 131.89	\$ 135.78
<u>3. 96 GALLON WASTE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 71.93	\$ 74.05
2 Refuse Carts	\$ 143.87	\$ 148.11
3 Refuse Carts	\$ 215.80	\$ 222.16
<u>4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES</u>		
Monthly rate is reduced one (1) dollar from above	\$ (1.00)	\$ (1.00)
<u>5. LOW VOLUME USER 1X PER WEEK****</u>		
One (1) - 20 Gallon Low Volume Refuse Cart	\$ 14.92	\$ 15.36
<u>6. LOW INCOME USER 1X PER WEEK****</u>		
20 Gallon Refuse Cart	\$ 9.51	\$ 9.79
35 Gallon Refuse Cart	\$ 11.88	\$ 12.23
<u>7. ADDITIONAL 64 GALLON RECYCLING CARTS</u>		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$ 11.83	\$ 12.17
<u>8. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS</u>		
Second and Third Yard and Garden Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Yard and Garden Car	\$ 11.83	\$ 12.17
<u>9. BACK YARD SERVICE****</u>		
Monthly service charge	\$ 12.14	\$ 12.50
Qualified Disabled	No Add'l Charge	No Add'l Charge

Notes:

****Applies to Single Family Dwellings Only

CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2009 THROUGH MARCH 31, 2010

WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER

# OF CONTAINERS		1 X WK		2 X WK		3 X WK		4 X WK		5 X WK		6 X WK
1	\$	118.02	\$	219.58	\$	503.12	\$	907.98	\$	1,434.19	\$	2,081.71
2	\$	187.52	\$	342.12	\$	715.07	\$	1,233.65	\$	1,897.82	\$	2,707.55
3	\$	257.00	\$	464.63	\$	927.03	\$	1,559.32	\$	2,361.41	\$	3,333.37
4	\$	326.47	\$	587.15	\$	1,138.98	\$	1,884.93	\$	2,825.01	\$	3,959.24
5	\$	395.98	\$	709.66	\$	1,350.93	\$	2,210.62	\$	3,288.65	\$	4,585.06
6	\$	465.47	\$	832.18	\$	1,562.88	\$	2,536.28	\$	3,752.24	\$	5,210.89
7	\$	534.95	\$	954.73	\$	1,774.85	\$	2,861.92	\$	4,215.87	\$	5,836.74
8	\$	604.42	\$	1,077.23	\$	1,986.82	\$	3,187.53	\$	4,679.46	\$	6,462.59
9	\$	673.92	\$	1,199.78	\$	2,198.76	\$	3,513.21	\$	5,143.10	\$	7,088.42
10	\$	743.43	\$	1,322.29	\$	2,410.71	\$	3,838.86	\$	5,606.70	\$	7,714.23

WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER

# OF CONTAINERS		1 X WK		2 X WK		3 X WK		4 X WK		5 X WK		6 X WK
1	\$	171.97	\$	324.13	\$	670.74	\$	1,146.94	\$	1,752.77	\$	2,488.20
2	\$	292.04	\$	544.60	\$	1,030.39	\$	1,671.78	\$	2,468.66	\$	3,421.12
3	\$	412.15	\$	765.03	\$	1,390.13	\$	2,196.62	\$	3,184.57	\$	4,354.02
4	\$	532.21	\$	985.51	\$	1,749.78	\$	2,721.44	\$	3,900.50	\$	5,286.93
5	\$	652.34	\$	1,205.90	\$	2,109.46	\$	3,246.29	\$	4,616.39	\$	6,219.83
6	\$	772.43	\$	1,426.39	\$	2,469.09	\$	3,771.12	\$	5,332.32	\$	7,152.74
7	\$	892.55	\$	1,646.83	\$	2,828.82	\$	4,295.95	\$	6,048.21	\$	8,085.62
8	\$	1,012.62	\$	1,867.29	\$	3,188.51	\$	4,820.77	\$	6,764.12	\$	9,018.53
9	\$	1,132.74	\$	2,087.74	\$	3,548.17	\$	5,345.61	\$	7,479.22	\$	9,951.43
10	\$	1,252.83	\$	2,308.16	\$	3,907.85	\$	5,870.43	\$	8,197.16	\$	10,884.33

WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER

# OF CONTAINERS		1 X WK		2 X WK		3 X WK		4 X WK		5 X WK		6 X WK
1	\$	218.93	\$	414.82	\$	805.10	\$	1,325.00	\$	1,974.51	\$	2,753.64
2	\$	386.01	\$	725.93	\$	1,299.16	\$	2,027.88	\$	2,912.16	\$	3,952.00
3	\$	553.09	\$	1,037.07	\$	1,793.20	\$	2,730.80	\$	3,849.82	\$	5,150.34
4	\$	720.14	\$	1,348.16	\$	2,287.22	\$	3,433.67	\$	4,787.50	\$	6,348.70
5	\$	887.23	\$	1,659.30	\$	2,781.29	\$	4,136.60	\$	5,725.21	\$	7,547.05
6	\$	1,054.33	\$	1,970.39	\$	3,275.32	\$	4,839.47	\$	6,662.83	\$	8,745.40
7	\$	1,221.38	\$	2,281.14	\$	3,769.38	\$	5,542.36	\$	7,600.47	\$	9,943.77
8	\$	1,388.45	\$	2,592.62	\$	4,263.42	\$	6,245.26	\$	8,538.17	\$	11,142.12
9	\$	1,555.53	\$	2,903.77	\$	4,757.49	\$	6,948.14	\$	9,475.81	\$	12,340.47
10	\$	1,722.61	\$	3,214.88	\$	5,251.51	\$	7,651.04	\$	10,413.45	\$	13,538.79

CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2009 THROUGH MARCH 31, 2010

WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 265.93	\$ 505.49	\$ 939.49	\$ 1,503.10	\$ 2,196.29	\$ 3,019.11
2	\$ 479.97	\$ 907.29	\$ 1,567.89	\$ 2,384.03	\$ 3,355.71	\$ 4,482.92
3	\$ 694.03	\$ 1,309.12	\$ 2,196.32	\$ 3,265.03	\$ 4,515.13	\$ 5,946.74
4	\$ 908.10	\$ 1,710.92	\$ 2,824.75	\$ 4,146.00	\$ 5,674.58	\$ 7,410.52
5	\$ 1,122.15	\$ 2,112.70	\$ 3,453.17	\$ 5,026.94	\$ 6,834.02	\$ 8,874.36
6	\$ 1,336.23	\$ 2,514.51	\$ 4,081.60	\$ 5,907.91	\$ 7,993.41	\$ 10,338.15
7	\$ 1,550.32	\$ 2,916.34	\$ 4,710.04	\$ 6,788.88	\$ 9,152.83	\$ 11,801.97
8	\$ 1,764.40	\$ 3,318.13	\$ 5,338.44	\$ 7,669.82	\$ 10,312.27	\$ 13,265.78
9	\$ 1,978.44	\$ 3,719.94	\$ 5,966.86	\$ 8,550.80	\$ 11,471.72	\$ 14,729.59
10	\$ 2,192.54	\$ 4,121.74	\$ 6,595.27	\$ 9,431.74	\$ 12,631.14	\$ 16,193.41

WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 312.91	\$ 596.19	\$ 1,073.87	\$ 1,681.14	\$ 2,418.06	\$ 3,284.55
2	\$ 573.96	\$ 1,088.64	\$ 1,836.69	\$ 2,740.20	\$ 3,799.23	\$ 5,013.80
3	\$ 834.99	\$ 1,581.14	\$ 2,599.47	\$ 3,799.21	\$ 5,180.44	\$ 6,743.12
4	\$ 1,096.06	\$ 2,073.64	\$ 3,362.27	\$ 4,858.26	\$ 6,561.62	\$ 8,472.40
5	\$ 1,357.15	\$ 2,566.14	\$ 4,125.04	\$ 5,917.30	\$ 7,942.80	\$ 10,201.67
6	\$ 1,618.16	\$ 3,058.61	\$ 4,887.87	\$ 6,976.32	\$ 9,324.02	\$ 11,930.91
7	\$ 1,879.27	\$ 3,551.08	\$ 5,650.66	\$ 8,035.38	\$ 10,705.21	\$ 13,660.17
8	\$ 2,140.30	\$ 4,043.57	\$ 6,413.47	\$ 9,094.41	\$ 12,086.38	\$ 15,389.46
9	\$ 2,401.38	\$ 4,536.08	\$ 7,176.25	\$ 10,153.44	\$ 13,467.59	\$ 17,118.73
10	\$ 2,662.42	\$ 5,028.57	\$ 7,939.06	\$ 11,212.47	\$ 14,848.75	\$ 18,848.00

WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 359.86	\$ 686.84	\$ 1,208.25	\$ 1,859.21	\$ 2,639.82	\$ 3,550.04
2	\$ 667.91	\$ 1,270.01	\$ 2,105.40	\$ 3,096.32	\$ 4,242.77	\$ 5,544.72
3	\$ 975.95	\$ 1,853.15	\$ 3,002.59	\$ 4,333.41	\$ 5,845.68	\$ 7,539.48
4	\$ 1,283.99	\$ 2,436.32	\$ 3,899.71	\$ 5,570.50	\$ 7,448.66	\$ 9,534.17
5	\$ 1,592.03	\$ 3,019.45	\$ 4,796.89	\$ 6,807.59	\$ 9,051.59	\$ 11,528.89
6	\$ 1,900.04	\$ 3,602.66	\$ 5,694.07	\$ 8,044.70	\$ 10,654.53	\$ 13,523.62
7	\$ 2,208.08	\$ 4,185.82	\$ 6,591.21	\$ 9,281.78	\$ 12,257.49	\$ 15,518.33
8	\$ 2,516.11	\$ 4,768.98	\$ 7,488.39	\$ 10,518.88	\$ 13,860.41	\$ 17,513.03
9	\$ 2,824.15	\$ 5,352.11	\$ 8,385.57	\$ 11,755.99	\$ 15,463.38	\$ 19,507.76
10	\$ 3,132.23	\$ 5,935.27	\$ 9,282.72	\$ 12,993.06	\$ 17,066.31	\$ 21,502.50

CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE

EFFECTIVE APRIL 1, 2009 THROUGH MARCH 31, 2010

	CURRENT RATES	NEW RATES
<u>PERMANENT HIGH FREQUENCY ROLL-OFF RATES</u>		
1. Drop-off and Pick-up Charge Per Box	\$ 152.09	\$ 156.57
2. Weighed Tons Disposed/Box X Processing Charge	\$ 34.25	\$ 35.26
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
 TOTAL BILL (1+2+3)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	

<u>ONE-TIME TEMPORARY USER ROLL-OFF RATES</u>		
1. Drop/off/Pick-up Charge Per Box	\$ 193.01	\$ 198.70
2. Tons Disposed/Box X Processing Charge (Average of five (5) tons charged per Box)	\$ 34.25	\$ 35.26
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
 TOTAL BILL (1+2+3)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	

CITY OF LODI
10 TO 50 CUBIC YARD ROLL OFF* CONTAINERS
COMPACTOR RATE STRUCTURE
EFFECTIVE APRIL 1, 2009 THROUGH MARCH 31, 2010

	CURRENT RATES	NEW RATES
TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES		
1. Drop/off/Pick-up Charge Per Box	\$ 258.63	\$ 266.25
2. Tons Disposed/Box X Processing Charge	\$ 34.25	\$ 35.26
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<div style="border: 1px solid black; width: 100px; height: 1.2em; margin: 0 auto;"></div>	

* This charge will be applied to loads that are serviced by "Roll Off" vehicles.

* This charge will be applied per load to self contained compaction containers or containers that attach to a charging unit for the purpose of compaction in sizes on or about 10 to 50 cubic



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Professional Services Agreement to RMC Water and Environment, of Walnut Creek, for Water Meter Planning, Design and Program Management Services Project (\$2,815,183) and Appropriating Funds (\$3,250,000)

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding a Professional Services Agreement to RMC Water and Environment, of Walnut Creek, for the Water Meter Planning, Design and Program Management Services Project for \$2,815,183 and appropriating funds in the amount of \$3,250,000.

BACKGROUND INFORMATION: Assembly Bill 2572, adopted in 2004, requires water meters for all connections to be installed by 2026. Over the course of the past four years, City Council has taken several actions and received considerable information regarding the installation of water meters throughout the community and the implementation of usage-based water rates. A summary of the history of Council presentations and actions is provided as Exhibit A.

At the May 2, 2007 City Council meeting, the Water Meter Retrofit Policy was adopted and the details of that policy are provided in Exhibit A. The action requested of the Council will initiate the implementation of that policy by retaining the services of a consultant team to provide the services outlined in the Request for Proposal, attached as Exhibit B.

The primary objectives of the Water Meter Retrofit Policy were to accelerate the installation of residential water meters and shorten the time period during which customers would be paying for water on a flat rate versus a usage basis. The schedule to accomplish these objectives is provided below. Staff is unable to meet the objectives/schedule of the policy without the outside resources that will be provided by the subject agreement.

Self Installation Period	January – December 2010
Install Pre-Paid Meters	Completed except for 624
Install All Meters	By December 2013
Adopt Advisory Water Rates	December 2009
Adopt Final Water Rates	December 2010
Issue Usage-Based Water Bills	January 2011 – 2,900 customers
	January 2012 – 6,900 customers
	January 2013 – 9,800 customers
	January 2014 – 16,300 completed

The total cost of design and construction of the meter and pipeline facilities to implement the policy is estimated to be \$34.3 million with \$13.5 million coming from property owner payments for the water

APPROVED: _____
Blair King, City Manager

October 7, 2009

Page 2

meter and related service upgrades. This includes a significant acceleration of the infrastructure replacement program by relocating approximately 7.5 miles per year of undersized water mains from rear yards to the fronting streets in each of three years. This avoids duplicating costs by installing a meter in a rear yard on a smaller than six-inch main and then installing it again when the main is moved to the fronting street. This condition exists at approximately 2,900 locations around the City and represents a potential savings of approximately \$3.4 million.

Property owner costs for water meter installations range from approximately \$200 to \$1,200. For a property with an existing standard meter box, the cost will be approximately \$200 and it covers the cost to purchase the meter, transponder and install the same. For a property with a pre-1979 water service, the cost will be approximately \$1,200 and will include installation of a new service from the new main in the street to the house and installation of a new water meter assembly (meter box, meter, and transponder). The actual cost to the property owner will be based upon contractor bids plus an allocation of project delivery costs.

Five firms were invited to submit proposals and four proposals were received. Four of the five firms had been pre-qualified through a selection process in 2005 to provide water consulting services to the City. The fifth firm, Global Water, specializes in this type of work in the state of Arizona. Two of the five firms teamed together. The bids received are summarized below.

<u>Proposer</u>	<u>Rank</u>
RMC Water and Environment	1
West Yost Associates	2
HDR, Inc.	3
Global Water	4

Proposals were evaluated on the basis of approach, responsiveness to project requirements, relevant experience, allocation of 20% of the work to a local firm(s), and price. The firm recommended for award, RMC Water and Environment, has identified several cost-savings measures that will be included in a revised scope of services and lower fee. These will be negotiated with the firm and incorporated into the final contract documents prior to execution. The requested appropriation of \$3,250,000 includes the cost of the Task No. 1 services and staffing costs to oversee the work. The period of the contract services will be spread over a four-year period.

FISCAL IMPACT: It is a multi-year agreement funded by Water Capital.

FUNDING AVAILABLE: Requested Appropriation: \$3,250,000 - Water Capital (181)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

History of Water Meter Presentations and Policy Direction by City Council

December 6, 2005 Shirtsleeve: Staff presented a plan that would systematically install water meters starting in Fiscal Year 2006/07 through Fiscal Year 2024/25. Customers would pay for the meter only and the water utility would bear the cost of upgrading the water service. Estimated annual cost \$580,000. Total project cost \$22 million less customer meter charges of \$5 million.

January 4, 2006 Council Meeting: City Council awards construction contract for the installation of 400 single-family home meters.

April 10, 2007 Shirtsleeve: Staff presented information on a variety of topics including meter installation costs, pilot test data, rate/revenue implications of metering, cost sharing between customers and the utility, and financing considerations of an accelerated program.

May 2, 2007 Council Meeting: City Council adopts resolution approving staff recommendation and timeline for the accelerated Water Meter Retrofit Project.

- July 2007 – Begin installing meter on all new services
- Second half 2007 – Develop program, amend ordinance
- January 2008:
 - Send letter to property owners requiring installation of meter as condition of service with January 2009 deadline or City will install and bill
 - Start four-year program to install (at no charge) pre-paid meters
- 2008 – Finish program details, including:
 - Bid installation contract
 - Adopt interim tiered residential rate structure
 - Establish retrofit charge (with one-time or two-year payment plan);
 - Establish low-income, owner-occupied cost reduction program (with CDBG funds)
- January 2009 – Start three-year contract to install meters, including service upgrades
- January 1, 2010 – Start metered billing for customers with meter
- 2009 thru 2011 – Implement program, including cost of service and rate study

February 20, 2008 Council Meeting: City Council adopts resolution awarding contract for the installation of 550 single-family home meters.

August 6, 2008 Council Meeting: City Council adopts resolution awarding contract to The Reed Group, Inc., for Water Utility Financial Planning, Rate Setting, and Meter Installation Program Financing plan.

September 3, 2008 Council Meeting: City Council awards construction contract for the installation of 1,930 single-family home meters.

December 2, 2008 Shirtsleeve: Staff presented an alternative water meter installation program that did not receive support from the Council. The principal components of that alternative are provided below:

- Charge customers for the meter only or approximately \$200 and the utility infrastructure replacement program pays for the main relocation and service upgrades
- Complete 83% of the meter installations by 2016 for approximately 14,300 customers
- Staff prepares plans and specifications and constructs every other year a \$2,000,000 project

March 31, 2009 Shirtsleeve: Staff presented an overview report on the Water and Wastewater Utilities as requested at the prior meeting. The Water Utility presentation included a 10-year expenditure plan for the water meter installation program like that described at the December 2, 2008 Shirtsleeve. Again, the Council did not present support for the alternative program.

July 14, 2009 Informal Council Sub-Committee Meeting: Staff presented a finance, design and construction program for implementation of the Water Meter Installation Policy adopted on May 2, 2007 with modified milestone dates.

- Self-installation period January – December 2010
- Installation of pre-paid meters completed in 2009
- Install all meters by December 2013
- Issue usage-based water and wastewater utility bills beginning January 2011 and thence in January 2012, January 2013, and January 2014
- Property owners pay for the full service upgrade and meter installation costs ranging from \$200 to \$1,200
- Accelerate replacement of water mains smaller than six inches in diameter to approximately seven miles per year for three years (2011, 2012, and 2013)

Implementation included bringing back to the Council a design contract for an accelerated infrastructure and water meter construction program.



REQUEST FOR PROPOSALS
for
WATER METER PLANNING, DESIGN AND
PROGRAM MANAGEMENT SERVICES PROJECT

Request for Proposals Issuance Date:

August 14, 2009

Proposal Due Date

September 25, 2009
At 5:00 PM Pacific Time

Address Proposals to:

Wally Sandelin
Public Works Director
221 W. Pine Street
P. O. Box 3006
Lodi, CA 95240
wsandelin@lodi.gov

REQUEST FOR PROPOSALS For WATER METER PLANNING, DESIGN AND PROGRAM MANAGEMENT SERVICES PROJECT

The City of Lodi, California, invites your firm to submit a proposal for the Water Meter Planning, Design and Program Management Services Project ("Project"). The Project includes planning, design and program management for the system-wide installation of approximately 13,000 water meters throughout the City over a four-year period, and the relocation of approximately 105,000 feet of small-diameter water mains (2-inch to 4-inch diameter) from backyard easements to public right of ways (converting all such mains to 6-inch to 8-inch diameter). The Project work is to be executed and completed in general conformance with the preliminary Scope of Work, as modified by mutual agreement between the City and the Consultant, and the City's standard Professional Services Agreement (both attached).

Please carefully review the requirements of this Request for Proposal (RFP) and all attachments and, if so inclined, provide a detailed proposal outlining your qualifications and experience, proposed approach and a proposed fee for the Project services specifically described in this RFP.

To be considered, five (5) copies of your proposal must be received at the City of Lodi Public Works Department, 221 W. Pine Street, Lodi, CA, 95240, Attention: Wally Sandelin, no later than 5:00 PM, September 25, 2009. Late proposals will not be considered.

The City intends to review the submitted proposals before determining whether one or more firms will be asked to attend an interview as a part of the selection process for this project.

I. Background

The City of Lodi, California is a community of approximately 63,000 located in Northern California. There are approximately 17,000 water connections in the City, and the average water demand is 14.5-mgd. Most City water customers are currently unmetered, and a flat rate is charged for water service. The primary intent of the Project is to implement a program to install meters at all service connections to allow usage-based billing for water. The Project also includes the relocation of small-diameter water mains that are currently located in backyard easements and alleys. Service connections on 6-inch or larger mains located in backyard easements or alleys will remain in place and meter assemblies will be installed at the existing service location.

City Council has provided policy direction on the Project as described below:

- Minimize to 3 years the time period during which customers would receive a mix of flat rate and usage-based water bills
- Charge each property owner the cost of installing the meter assembly at all residential properties. The City estimates water meter installation charges will vary depending on the existing water service configuration. The City estimates are as follows:
 - Meter installed in existing meter box where recently installed by City forces: \$200
 - Meter set into meter vault installed by the City in the period 1979 – 1992 time frame: \$350
 - Replace existing Rich Box and valve with standard meter assembly: \$1,200
- Provide a one-year period (January through December 2010) during which property owners would have the option to individually arrange for the installation of their water meter under guidelines to be prepared by the City.
- Payment for the water meter may be by single payment or extended payments at low interest rate.

Of the 17,000 connections in the City, 3,000 have prepaid for the cost of meter installation since 1992, and the City has been collecting fees for water main relocation for 8 years. The City has installed approximately 3,000 meters and is preparing to send comparative usage and cost information during 2010 and to issue the usage-based bills to this group of customers beginning January 1, 2011.

The City has prepared a suggested, 3-year phasing plan for the water meter installation and water main relocation (following the 1-year self-installation period) that includes approximately 7 miles of new distribution pipe per phase and between 2,800 to 6,500 meter installations per phase. Alternative phasing may be proposed that meets the City objective to have all residential water meters installed by the end of 2013. City's plan is to award construction contracts on or about March 1 of 2011, 2012, and 2013.

City has prepared a map indicating the location of the proposed distribution pipes and water meter installations, along with the City's suggested phasing for the 3-year installation program. The City's geographic information is maintained in a MapGuide platform.

II. Proposal Requirements

To be considered, proposals shall conform to the following requirements:

- Page Limit: 20 pages (not including transmittal letter, table of contents, dividers, resumes)
- Page size: 8.5"x11" (11"x17" allowed for tables and maps and counting as a page in the page limit)

- Proposal outline:
 - 1. Transmittal letter (2 pages maximum), including:
 - Contact information for firm and proposed project team
 - Summary of approach and highlights
 - Brief team introduction
 - Acknowledgement of any addenda
 - 2. Project Team Introduction, Qualifications and Experience, including:
 - Organization chart
 - Subconsultant introduction
 - Key team member introductions and summary of staff experience
 - Statement of staff commitment for this project
 - 3. Project Understanding and Approach
 - Detailed description of approach to project planning, design, program management, and project deliverables.
 - Design services include the design of new water transmission pipes and services, the design details required for the transfer of services from rear yards to front yards, the identification and resolution of utility conflicts, system modifications required as a result of abandonment of rear yard mains, installation of fire hydrants and other typical water main appurtenances, surveys, and aerial photogrammetry to support design.
 - Program management includes establishing and maintaining a database compatible with City's information systems data bases; tracking of all project-related activities by parcel and ownership; communications with City, customers and owners at all phases of the project; documenting as-installed meter information to City for meter reading and billing purposes; and resolving all water meter and service issues during construction.
 - Describe how approach will meet the goals of the City that include, but are not limited to:
 - Maintaining a local presence during critical phases of design and construction
 - Communicating with customers and property owners of diverse cultural backgrounds
 - Devising a creative and innovative approach to schedule and cost control
 - Assuring quality
 - 4. Detailed Scope of Work
 - The City has provided a preliminary Scope of Work (Attachment A); the proposer should expand upon and suggest changes/additions to this Scope of Work. However, as noted below, the City's proposed Scope of Work shall be the basis of the proposer's base-line fee proposal.

- Consultant shall disclose key assumptions and data requirements in the detailed Scope of Work.
 - Consultant's Scope of Work must be consistent with proposed Project Approach.
 - As indicted in the preliminary Scope of Work, Project deliverables include, but are not limited to:
 - Self –installation handbook describing the procedures and requirements for property owners installation of water meters in the year 2010.
 - Meter installation database including all project details (Oracle DB2/400 platform)
 - Phasing Technical Memorandum
 - Project design manual
 - Engineer's Opinion of Probable Construction Cost, including basis of cost estimate technical memorandum
 - Plans, Specifications and Estimate submittals at 30%, 60%, 90% and Final design completion milestones (each phase), including:
 - Plan and profile drawings for new distribution pipes (30-scale horizontal and 2-scale vertical)
 - Plan drawings for meter installations at existing Rich Boxes (pre-1979) and meter vaults (1979 – current) locations (30-scale)
 - Construction details
 - Bidding assistance documentation
 - As-built electronic plan and profile data (AutoCAD) for constructed transmission pipes and water meters
 - Project records of communications with City staff, water customers and property owners
5. Project Schedule
- Provide proposed schedule to meet City's identified milestones
 - Three-year program, bidding each January (beginning 1/2011) for construction starting each April
6. Staff Resumes (may be placed in appendix)
7. Primary Contact Person(s)
8. Exceptions to City's Professional Service Agreement (excluded from page limit)
- Must list any exceptions in writing
 - City will consider exceptions at its discretion
9. Fee Proposal
- The base-line fee proposal shall be developed based on the City's proposed scope of work herein, and broken into three-year phases with level of effort indicated by task and person/staff category. Include other direct costs (ODC) and subconsultant costs. Identify proposed markup of ODCs and subconsultant costs, as well as the proposed hourly rate schedule for Consultant staff.

Consultant should anticipate that the first phase of the project will be authorized initially, with subsequent phases authorized at the City's discretion and based upon Consultant's performance on the first phase.

- If Consultant is proposing deviations from the City's proposed scope of services, it shall indicate the cost impact below the base fee estimate bottom line, broken out in phases as described above.

III. Consultant Selection Criteria

Proposals will be scored in accordance with the following criteria (Total of 50 points):

- Up to 15 points awarded for approach and responsiveness to project requirements.
- Up to 10 points awarded for relevant experience
- Up to 10 points awarded for proposals assigning 20% of total fee to a firm located within San Joaquin County. Straight line reduction to zero points awarded for proposals assigning 10% or less of total fee to a firm located within San Joaquin County.
- Up to 15 points awarded for price within 100% - 110% of lowest price proposal. Straight line proration to zero points awarded for price within 110% - 125% of lowest price proposal.

IV. Questions and Addenda

All questions regarding this Request for Proposal must be emailed to Mr. Wally Sandelin, Public Works Director (wsandelin@lodi.gov). The last date to submit questions is September 16, 2009. Questions received after this date will not be answered.

Addenda will be released via email if required. Those planning to provide a proposal must submit email addresses to Wally Sandelin to receive addenda; all addenda to be acknowledged in the transmittal letter.

V. Attachments

- A. Draft Scope of Work
- B. Standard Professional Services Agreement
- C. City Meter Program Phasing Plan

Attachment A: Draft Scope of Work

This Draft Scope of Work has been prepared by the City to define basic requirements and to define the City's goals for the project. Consultant shall expand upon and/or suggest modifications as appropriate to improve project delivery and/or provide additional benefit to the City.

The Consultant's Scope of Work shall not include:

- Environmental documentation (CEQA by City)
- Construction inspection

Task 1 - Project Management

- Budget and Schedule Tracking
 - Monthly invoicing (invoice at the task level).
 - Detailed monthly progress report to accompany invoice. Track budget status (% spent, remaining) and schedule. Identify project issues or outstanding items.
- Project Meetings and Communication
 - Prepare for and administer monthly status meetings throughout the project.
 - Required meetings include project kick-off (each phase), review workshops for each project deliverable, and technical workshops, as required. Proposers should refine list of proposed meetings in detailed Scope of Work.
- QA/QC
 - Internal QA/QC procedures/plan
- Deliverables:
 - Meeting/workshop agendas and preparation materials and meeting minutes
 - Monthly invoices with detailed progress reports

Task 2 - Data Collection

- Field reconnaissance
 - Conduct field visits throughout project area to determine location and type of existing meters and new service locations
 - Locate front yard hose bibbs (for service connections to relocated distribution mains)
- Records Research
 - Research data available from the City: distribution system drawings, meter data, aerial photography and mapping, MapGuide data, existing electric meter read schedule (for coordination with project phasing and meter read starts)

- Utility Research
 - Research all buried utilities within project areas, including, but not limited to, service laterals to affected residences, water, sewer, natural gas, telecommunications, and cable lines. Contact utilities to confirm locations.
- Other data
 - Consultant shall define other data needs, as required.
- Deliverables:
 - Data requests
 - Summary of data collected

Task 3 - Phasing Technical Memorandum

The City has drafted a 3-year phasing plan (3 phases of construction following the self-installation period). Refer to the attached map for the proposed phasing.

- Review proposed phasing plan and propose refinements, if applicable
- Key phasing goals to be considered:
 - Cash flow: City will collect fees for installation, allowing for multi-year financing at low interest rates, self installation or up front payment.
 - Minimize repeated disruption to neighborhoods and roadways, minimize duration of disruptions
 - Distribute work evenly over phases relative to:
 - Length of pipe
 - Number of connections/meters
 - Type services
 - Cost (develop cost estimates for each phase)
 - Consider age and condition of pavement
- Deliverables:
 - Draft and Final Phasing Technical Memorandum
 - GIS Map(s) identifying areas/pipelines included in each phase and the proposed construction schedule within each phase

Task 4 - Self-Installation Manual

Consultant shall prepare the City's Self Installation Manual to instruct property owners wishing to self-install their meters. Manual will provide property owners with information regarding permitting of the work, inspection requirements, instructions on where and when to obtain a meter, property owner rights and obligations upon undertaking self-installation, and instructions on how additional information may be obtained. Consultant shall be the primary contact for questions/concerns and for organizing distribution of meters. All communications shall be logged.

The Final Self Installation Manual must be ready for distribution by January 2010.

- Deliverables:
 - Draft and Final Self Installation Manual

Task 5 - Preliminary Design (30%)

- Prepare a complete preliminary design submittal covering all phases of implementation in accordance with the Phasing Plan developed under Task 3.
- Preliminary Design shall include:
 - Typical construction details for meter replacement addressing types of existing connection configurations identified during field visits. Details should be compatible with minimally invasive construction techniques whenever possible (micro-tunneling, connection at existing hose bibbs, etc.) For purposes of preparing the proposals, Consultant shall assume three typical installation types:
 - Rich Box converted to a standard meter in rear yard or alley (Main size greater than or equal to 6 inches, no main relocation)
 - Rich Box abandoned in rear yard and new service installed in front yard with connection to new main (connection to hose bibb or other accessible site)
 - Install meter in existing meter box
 - Proposed pipeline horizontal alignments for relocated pipelines. Must show:
 - Background mapping (streets and key topographic features)
 - Service locations
 - Abandonment or removal of existing pipelines
 - Sequencing for connections
 - Construction Cost and Schedule
 - Design Criteria, assumptions and standards
- Deliverables:
 - Draft and Final Preliminary Design Technical Memorandum

Task 6 - Final Design

- Develop drawings (plan and profile for new mains and plan view for meters and services) for each phase
- Project phases to be designed and constructed in sequence – e.g., Phase 1 design must be completed and ready for bid by January 1, 2010, and design of subsequent phases (2 and 3) may be completed during construction of previous phase(s) to be advertised for bid in January of subsequent years.
- Each phase will go through 60%, 90% and Final Design, as defined below, and each submittal will gain detail and respond to City's comments on previous submittals

- Deliverables:
 - Provide 5 hardcopies of each submittal package.
 - Plans shall be half-size (11"x17") and developed in AutoCAD, using the City's standard title block and CAD standards.
 - Specifications shall be 16 Division CSI format, prepared in MS Word. Use City's front end specifications (Divisions 0 and 1) and edit to make project-specific.
 - Provide one CD-Rom containing .pdf format files of all drawings, specifications and supporting documentation. Organize CD-Rom for easy navigation. Title drawing and specification files for easy identification.
 - For Final Design Deliverable, provide one full-size, camera-ready, unbound mylar set of drawings (in addition to half size sets discussed above)

5.1 60% Design

- Provide plan and section views of all relocated pipelines, show points of connection for relocated connections, show all utilities
- Show location and type of meter for new meter installations
- Provide design details, including meter installation, connections, roadway paving, trenching, etc.
- Provide technical specifications for major equipment or project components and a complete table of contents for final design package
- Provide engineer's cost estimate
- Provide design memorandum summarizing contents of the submittal package, outstanding items, etc.

5.2 90% Design

- Incorporate City comments on 60% Design
- Provide plan and section views of all relocated pipelines, show points of connection for relocated connections
- Show location and type of meter installation for new meter installations; provide notes for special-circumstance installations
- Provide design details, including meter installation, connections, roadway paving, trenching, etc.
- Provide complete technical specifications
- Provide engineer's cost estimate
- Provide design memorandum summarizing contents of the submittal package, outstanding items, etc.

5.3 Final Design

- Incorporate City comments on 90% design
- Provide final plans, specifications and engineer's cost estimate
- All submittal items shall be signed and stamped by the responsible engineer

Task 7 - Bid Period and Construction Support

- Consultant shall assist the City in administering bid- and construction-phase activities
- The following Bid Period tasks shall be performed for each project bid phase:
 - Produce and distribute up to 30 copies of bid documents (specifications and half-size drawings)
 - Maintain plan holders list
 - Respond to bidder questions
 - Prepare and distribute addenda to plan holders, as required
 - Administer pre-bid meeting (1 per phase)
 - Evaluate bids for completeness
- The following construction support tasks shall be performed for each project construction phase:
 - Consultant shall maintain a project office within the City of Lodi and provide staff as required to perform construction phase activities. Project office should be suitable for meetings with tenants and property owners and shall include space for construction contractor community liaison.
 - Consultant shall be present during construction to advise construction contractor/construction manager, as required, during meter and pipeline installation on a site-by-site basis. For example, Consultant shall confirm with the contractor which type of meter installation is applicable for each affected property and shall determine if special conditions or conflicts exist at properties, and direct contractor regarding how to address issues in the field.

Task 8 - Meter Program Administration

- Consultant shall serve as program administrator for the Meter Program. This task begins during design and continues through final acceptance of the construction project.
- Local Office/Public Relations: Consultant shall be the primary public contact for questions/concerns prior to and during construction.
- Consultant Performance: Consultant is responsible in every way for conducting, administering and documenting meter installations and the start of meter reads. Consultant shall work closely with and follow direction of the City and shall implement program in keeping with City's policies and procedures.
- Public Notices: Consultant shall provide notices to affected property owners/residents. City will provide mailing list database of property owners and residents. It is critical to note that approximately 46% of single-family homes within the City are not owner occupied. Both property owners (who are responsible for paying for installation) and customers (who may or may not be the property owners) must be contacted, as appropriate. Including both owners and tenants, the City estimates a total of 30,000 mailing addresses. Consultant shall develop draft

notices, as defined below, and submit to City for review/comment. Consultant is responsible for all reproduction and mailing costs.

Final notices, incorporating City comments, shall be mailed at the following project milestones (if Consultant proposes an alternate mailing schedule, Consultant must demonstrate that the intent of the schedule presented below is maintained):

- December 2009 – Project and Self Installation Announcement: Consultant shall send notices to all **property owners** to introduce the water meter project, describe the intent and scope of the program and present payment/financing options for the project, including the option to self-install in accordance with the Self-Installation Manual developed by the Consultant. Mailing shall include introduction to the concept of self-installation and instructions regarding how to obtain the self-installation manual to obtain additional information. Consultant shall be the point of contact for those wishing to obtain the manual and to answer questions from property owners. Consultant shall maintain a log of all communications.
- At the conclusion of Preliminary Design: Consultant shall mail notices to all affected **property owners and customers** describing the intent and scope of the Water Meter Program, estimated schedule for implementation for each effected property, answers to frequently asked questions, and contact information to obtain additional information (Consultant).
- At the conclusion of 60% Design: Consultant shall mail notices to affected **property owners and customers** for the project Phase currently in design. Notice shall present the estimate schedule for completion, and describe the construction activities and impacts and provide contact data to obtain additional information (Consultant) and for filing concerns/complaints prior to or during construction. Mailing shall direct recipients to submit, in writing, any objections to the planned project and shall establish a deadline for doing so well in advance of the completion of final design such that, if deemed necessary by the City, final design can reflect special circumstances. Installation of water meters is mandatory for all water customers.
- At the conclusion of Final Design: Consultant shall send detailed notice to affected **property owners and customers** with specific dates for meter installation. Notice shall confirm that property owners and/or tenants did/did not submit written objections, and whether such objections have been resolved, and remind recipients of contact information for additional questions.
- At the conclusion of meter installation: Consultant shall mail notices to **property owners and customers** confirming that installation is complete, noting the date of completion and notifying property owners of the date on which meter reading and billing will begin in accordance with City of Lodi

requirements for public notification. Provide contact information to obtain additional information (Consultant).

- Consultant shall maintain a database containing a record of all notices mailed, responses to such notices, dates on which individual meters were installed and dates on which meters are read. Such information shall be entered into a database compatible with the City's existing billing database (Oracle DB2/400 format) such that complete records can be turned over to the City at any time during program implementation and at the conclusion of the project.
- Consultant shall coordinate with the City to ensure that meter reading schedule complements existing electricity meter readings and shall schedule initial meter reads accordingly (water and electric meter will be read concurrently and allow for remote reading).
- Consultant shall maintain and complete paperwork required by the City for properly documenting meter installation. This information includes meter specifications, meter serial number, electronic radio transmitter specifications, electronic radio transmitter serial number, address, parcel number and meter reading.
- Consultant shall provide information to City suitable for posting on City website for public notice of project status.

AGREEMENT FOR CONSULTING SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and _____ (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide water meter planning, design and program management service in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for Water Meter Planning, Design and Program Management Services Project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall submit to CITY documents as indicated in the attached project scope of services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in kind and unchanged for the duration of the Project unless approved by CITY. Annual adjustments to individual charge rates will be permitted based upon the San Francisco Bay Area Consumer Price Index.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any

subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

Section 4.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA, 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the

California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 F. Wally Sandelin, Public Works Director
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910

To CONSULTANT: _____

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only be written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

Dated: _____

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____

Its: _____

METER PROGRAM PHASING PLAN

MAP LEGEND

(Map file attached to email)

ORANGE	Locations where approximately 3,000 meters have been installed by previous City contract.
PURPLE	Locations where new front yard services and meter boxes have been installed by previous City contract. Installation of meter and ERT required at these locations.
BLUE	Locations of existing 10,016 Rich Boxes and water services. Details as to the existing service conditions is provided in the phasing table.
LIGHT BLUE	Locations of existing 2,253 Rich Boxes and water services served by water mains 6 inches in diameter and larger located in backyard alley or other easements or in alleys.
WHITE	Locations of existing 2,666 water meter boxes (within the program area) in front yards that require installation of a meter and ERT. This also includes non-residential parcels already served by a metered water service.
NOT SHOWN	Locations of existing 624 residential parcels that have paid for the installation of a meter box and meter, but the meter and ERT have not been installed.
BLUE OUTLINE	Boundaries of the City – proposed phases.
RED LINE	Locations of new water pipelines.

PHASING TABLE

Meter and Pipeline Replacement Inventory

Phase	Number of Parcels	Previously Paid	Standard Meter Box	Rich Box	Rich Box Service Conditions					Feet of Pipeline Replacement	Miles of Pipeline Replacement
					Front	Back (> 6")	Back (< 6")	Alley (> 6")	Alley (< 6")		
4	3,961	252	587	3,122	1,459	482	971	52	158	39,395	7.5
5	2,801	159	86	2,556	538	633	670	488	227	39,545	7.5
6	6,527	213	1,993	4,338	2,143	470	1,307	128	290	39,145	7.4
Totals	13,289	624	2,666	10,016	4,140	1,585	2,948	668	675	118,085	22.4

MASTER PROFESSIONAL SERVICES AGREEMENT

Engineering Support Services for the City of Lodi

This Master Professional Services Agreement (hereinafter "Agreement") is made and entered into by and between the City of Lodi, a municipal corporation (hereinafter "CITY") and RMC WATER AND ENVIRONMENT, a California corporation/sole proprietor firm/partnership (hereinafter "CONSULTANT").

RECITALS

- A. CONSULTANT services are needed for water meter planning, design and program management services.
- B. After negotiations between CITY and CONSULTANT, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement. On October 7, 2009, the City Council, by Resolution, authorized the City Manager to execute this Agreement with CONSULTANT.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** CONSULTANT shall perform the services as may be described in subsequent Task Orders which the parties agree are to be made a part hereof by this reference. The services shall be performed by, or under the direct supervision of, CONSULTANT'S Authorized Representative: Michael Matson, P.E. CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in the specific Task Order(s), nor shall CONSULTANT use any subcontractors or sub-consultants, without the prior written consent of CITY.
2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and Task Orders and the timing requirements set forth therein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The CONSULTANT is not responsible for delays caused by factors beyond the CONSULTANT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the CONSULTANT'S services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond the CONSULTANT'S reasonable control occur, the Client agrees the CONSULTANT is not responsible for damages, nor shall the CONSULTANT be deemed to be in default of this Agreement. CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in each Task Order. CONSULTANT shall submit all requests for extensions of time to CITY in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

3. **INDEPENDENT CONTRACTOR STATUS.** CONSULTANT is an independent contractor and is solely responsible for all acts of its employees, including any negligent acts or omissions. CONSULTANT is not City's employee and CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY as an agent, or to bind CITY to any obligation whatsoever, unless CITY provides prior written authorization to CONSULTANT.
4. **CONFLICT OF INTEREST.** CONSULTANT (including its employees) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement and any Task Orders. In the event that CONSULTANT maintains or acquires such a conflicting interest; any contract (including this Agreement) involving CONSULTANT'S conflicting interest may be terminated by CITY in its sole and absolute discretion and without prior written notice as required by Paragraph 6 below.
5. **COMPENSATION**
 - 5.1 For services performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT on a time and expense basis, at the billing rate set forth in the Task Orders. CONSULTANT'S billing rates shall cover all costs and expenses of every kind and nature for CONSULTANT'S performance of the specific Task Orders. No work shall be performed by CONSULTANT in excess of the Not To Exceed amount as stated in the specific Task Orders without the prior written approval of CITY.
 - 5.2 CONSULTANT shall submit monthly invoices to CITY describing the services performed, including times, dates, and names of persons performing the service.
 - 5.3 Within thirty (30) days after CITY'S receipt of invoice, CITY shall make payment to the CONSULTANT based upon the services described on the invoice and approved by CITY, which approval shall not be unreasonably withheld.
 - 5.4 In the event that CONSULTANT'S negligent acts, errors, or omissions, or willful misconduct in fact result in damages to CITY, CONSULTANT shall reimburse CITY (or in City's discretion CONSULTANT'S payment under pending invoice(s) may be offset) to the extent of the damages incurred as the result of CONSULTANT'S negligent acts, errors, or omissions, or willful misconduct.
6. **TERMINATION.** CITY may terminate this Agreement or any Task Order hereunder by giving ten (10) days written notice to CONSULTANT. Upon termination, CONSULTANT shall give CITY all original documents, including preliminary drafts and supporting documents prepared by CONSULTANT. CITY shall pay CONSULTANT for all services satisfactorily performed in accordance with this Agreement and any Task Orders, up to the date notice of termination is given.
7. **OWNERSHIP OF WORK.** All original documents prepared by CONSULTANT under this Agreement and any Task Orders hereunder are the property of CITY, and shall be given to CITY at the completion of CONSULTANT'S services, or upon demand from CITY. CITY acknowledges that CONSULTANT documents are instruments of

professional service; nevertheless, the documents prepared under this Agreement and the specific Task Orders shall become the property of the CITY upon completion of the work and payment in full of all monies due to CONSULTANT by CITY. CITY shall not reuse or make any modification to the documents without notification to the CONSULTANT. CITY agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of unauthorized reuse or modification of the documents by CITY or any person or entity that acquires or obtains the documents from or through City without the written authorization of CONSULTANT. CONSULTANT shall be allowed to retain copies of all documents prepared under this Agreement and any Task Orders hereunder. In addition, CONSULTANT shall be allowed to release information to its insurance carriers in the event of a claim or when ordered by a subpoena.

8. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred as may be determined by a court of competent jurisdiction.
9. **INDEMNIFICATION.** CONSULTANT shall indemnify and hold harmless CITY (including its elected officials, officers, and employees) from and against any and all claims for damages, demands, liability, costs, and expenses including court costs and attorney's fees) to the extent that they arise out of CONSULTANT'S negligent act, error or omission(s) in the performance of services under this Agreement and its Task Orders.
10. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, CONSULTANT shall obtain a City of Lodi Business License.
11. **INSURANCE.**
 - 11.1 **General.** CONSULTANT shall, throughout the duration of this Agreement and any Task Orders, maintain insurance to cover CONSULTANT, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein. CONSULTANT shall be entitled to rely on all data, plans, surveys, maps, and other information provided by or on behalf of CITY in performing its services under this Agreement, and such reliance shall, in all events, be considered reasonable.
 - 11.2 **Commercial General Liability.** (with coverage at least as broad as ISO form CG 00 01 01 96) Coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - 11.3 **Automobile Liability.** (with coverage at least as broad as ISO form CA 00 01 07 97 for "any auto") Coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
 - 11.4 **Workers' Compensation.** Coverage shall be maintained as required by the State of California.

- 11.5 **Professional Liability.** Coverage shall be maintained to cover damages that may be the result of negligent acts, errors or omissions in the rendering of professional services by the CONSULTANT in an amount not less than \$1,000,000 per claim made.
- 11.6 **Endorsements.** CONSULTANT shall obtain endorsements to the automobile and commercial general liability with the following provisions:
- 11.6.1 CITY, its elected and appointed boards, commissions, officers, agents and employees shall be named as additional insureds.
- 11.6.2 For any claims related to this Agreement, CONSULTANT'S coverage shall be primary insurance with respect to CITY. Any insurance maintained by CITY shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- 11.7 **Notice of Cancellation.** CONSULTANT shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to CITY should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 11.8 **Authorized Insurers.** All insurance companies providing coverage to CONSULTANT shall be insurance organizations authorized by the Insurance Commission of the State of California to transact the business of insurance in the State of California.
- 11.9 **Insurance Certificate.** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Risk Manager no later than five (5) days after the execution of this Agreement.
- 11.10 **Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, CONSULTANT shall provide a substitute certificate of insurance.
- 11.11 **CONSULTANT'S Obligation.** Maintenance of insurance by CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving CONSULTANT of any responsibility whatsoever (including indemnity obligations under this Agreement), and CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
12. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of CONSULTANT'S duties be delegated, without the written consent of CITY. Any attempt to assign or delegate this Agreement without the written consent of CITY shall be void and of no force and effect. Consent by CITY to one assignment shall not be deemed to be consent to any subsequent assignment.

13. **NOTICES**

- 13.1 All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY

Director of Public Works
City of Lodi
221 West Pine Street
Lodi, CA 95240-1910

To CONSULTANT

Dave Richardson
RMC Water and Environment
2001 N. Main Street, Ste. 400
Walnut Creek, CA 94596

- 13.2 Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.
14. **MODIFICATIONS.** This Agreement or any Task Orders hereunder may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
15. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
16. **SEVERABILITY.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
17. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement or any Task Orders shall be filed and heard in a court of competent jurisdiction located in the County of San Joaquin.
18. **ENTIRE AGREEMENT.** This Agreement and subsequent Task Orders comprise the entire integrated understanding between the parties concerning the services to be performed for any project. This Agreement supersedes all prior negotiations, representations, or agreements, whether oral or written.
19. **COMPLIANCE WITH THE LAW.** CONSULTANT shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement or any Task Orders hereunder.
20. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF LODI
a municipal corporation

CONSULTANT

By: Blair King
Title: City Manager
Date: _____

By: Dave Richardson
Title: Principal-in-Charge
Date: _____
Fed. Employer ID No.: _____

Attest:

By: Randi Johl
Title: City Clerk

Date: _____

Approved as to Form
D. Stephen Schwabauer
City Attorney

By: Janice D. Magdich
Title: Deputy City Attorney



Date: _____

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
PROFESSIONAL SERVICES AGREEMENT FOR WATER METER
PLANNING, DESIGN AND PROGRAM MANAGEMENT SERVICES
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on September 28, 2009, for Professional Services for Water Meter Planning, Design and Program Management Services; and

WHEREAS, said proposals have been compared, checked, tabulated and evaluated by an evaluation committee and a report thereof filed with the City Manager as follows:

<u>Proposer</u>	<u>Rank</u>
RMC Water and Environment	1
West Yost Associates	2
HDR, Inc.	3
Global Water	4

WHEREAS, staff recommends awarding the Professional Services Agreement for Water Meter Planning, Design and Program Management Services to RMC Water and Environment, of Walnut Creek, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the Professional Services Agreement for Water Meter Planning, Design and Program Management Services to RMC Water and Environment, of Walnut Creek, California, in the amount of \$2,815,183; and

BE IT FURTHER RESOLVED that funds in the amount of \$3,250,000 be appropriated from Water Capital Funds.

Dated: October 7, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Provide Direction with Regard to Request by Councilmember Mounce to Discuss Mobile Food Vendor Ordinance Pertaining to the Number of Vendors and Parking

MEETING DATE: October 7, 2009

PREPARED BY: City Attorney

RECOMMENDED ACTION: Provide direction with regard to request by Councilmember Mounce to discuss mobile food vendor ordinance pertaining to the number of vendors and parking.

BACKGROUND INFORMATION: On September 16, 2009, Councilmember Mounce requested that the mobile food vendor ordinance be brought to Council for discussion in light of the concerns regarding the number of vendors and parking. Consistent with past practice, staff has placed this request before the Council for direction on whether Council would like staff to prepare a draft ordinance for consideration.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: N/A

D. Stephen Schwabauer
City Attorney

DSS/jmr

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Amending the Bylaws for the Greater Lodi Area Youth Commission and Directing the City Clerk to Post for One Adult Advisor Vacancy on the Commission

MEETING DATE: October 7, 2009

PREPARED BY: City Clerk

RECOMMENDED ACTION: Adopt resolution amending the Bylaws for the Greater Lodi Area Youth Commission and directing the City Clerk to post for one Adult Advisor vacancy on the Commission.

BACKGROUND INFORMATION: In 2006, the Greater Lodi Area Youth Commission Bylaws were adopted by the City Council, which in part set forth the number of Student Commissioners (nine) and Adult Advisors (seven). The Commission Bylaws did not specify that one Adult Advisor would be a City Council Member representative and one would be from the Lodi Unified School District board; however, previous documentation incorporated that condition. Over the past several years, it has been difficult to fill the School Board position, which is currently vacant, and it is recommended that this position be filled instead by a member of the public, which would not necessitate a change to the existing Bylaws. However, to clarify that one of the seven Adult Advisor positions be filled by a City Council Member representative, it is recommended the Bylaws be amended as shown below and in Exhibit A attached hereto:

A. Commission Numbers

1. The Commission is made up of nine voting Commissioners/students between the ages of 13 and 19. These students must reside in Lodi Unified School District attendance boundaries. There are also seven adult non-voting advisors, **one of which shall be a Lodi City Council Member representative**, who are appointed by the Mayor with Council approval.

Additionally, it is recommended that the City Council direct the City Clerk to post for the vacancy shown below:

Greater Lodi Area Youth Commission (Adult Advisor)

Richard Jones Term to expire May 31, 2011

FISCAL IMPACT: N/A

FUNDING AVAILABLE: N/A

Randi Johl
City Clerk

RJ/jmr

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AMENDING THE BYLAWS FOR THE GREATER LODI
AREA YOUTH COMMISSION

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the amended Bylaws for the Greater Lodi Area Youth Commission, as shown on Exhibit A attached hereto.

Dates: October 7, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-_____

EXHIBIT A

Greater Lodi Area Youth Commission Service and Bylaws

Purpose, Role, Scope, and Function

- A. The purpose of the Greater Lodi Area Youth Commission is to affect positive growth in young adults through a variety of activities that will generate interest and participation within the greater Lodi area.
- B. The Greater Lodi Area Youth Commission serves high school and junior high students living within the Lodi Unified School District boundaries.
- C. The powers of the Commission shall include, but not be limited to:
 - 1. Study and recommendation on youth issues as needed.
 - 2. Provide safe, fun, and/or educational events for youth in the Lodi Unified School District area.
- D. The Lodi City Council adopted Resolution 2006-31, which provides rules for the conduct of Council, Board, and Commission meetings. Resolution 2006-31 is incorporated herein fully by reference. To the extent there is any conflict between these Bylaws and Resolution 2006-31, Resolution 2006-31 shall be the basis for any conflict settlement.

Commission/Commissioner and Adult Advisor Service

- A. Commission Numbers
 - 1. The Commission is made up of nine voting Commissioners/students between the ages of 13 and 19. These students must reside in Lodi Unified School District attendance boundaries. There are also seven adult non-voting advisors, **one of which shall be a Lodi City Council Member representative**, who are appointed by the Mayor with Council approval.
- B. Term of Appointment
 - 1. Commissioners are appointed for a two-year term of office providing they meet the meeting and participation requirements. Should a vacancy arise, the Mayor, with Council approval, shall appoint an individual to fulfill the unexpired term of said Commission seat. Adult Advisors are appointed for a three-year term by the Mayor, with Council Approval. Should a vacancy arise, the Mayor, with Council approval, shall appoint an individual to fulfill the unexpired term.
- C. Reappointment
 - 1. When a term has expired, the Mayor may reappoint an individual or appoint a new individual to a seat on the Commission.

Commission/Commissioner

A. Chairperson

1. Election: The Chairperson for the Commission shall be elected by the members thereof by a majority vote of all the members, once the position is vacated.
2. Term: The term of office of the Chairperson shall be one year until the election of his/her successor.
3. Duties: The Chairperson shall be the presiding officer of the Commission. He/She shall preserve strict order and decorum at all meetings of the Commission, state questions coming before the Commission, announce the Commission's decision on all subjects, and decide all questions of order; subject, however, to an appeal to the Commission as a whole, in which event a majority vote shall govern and conclusively determine such questions of order. He/She shall vote on all questions and on roll call his/her name shall be called last.
4. In the event that the Commission deems a Co-Chair position is necessary, there will be no Vice Chair position and the Co-Chairs will share the Chairperson and Vice Chairperson duties.

B. Vice Chairperson

1. Term and Duties: There shall be a Vice Chairperson, whose term of office shall coincide with that of the Chairperson, and who shall, in the absence of the Chairperson, perform all of the functions and duties of the Chairperson.
2. Election: The Vice Chairperson of the Commission shall be elected by the members thereof by a majority vote of all the members.
3. In the event that the Commission deems a Co-Chair position is necessary, there will be no Vice Chair position and the Co-Chairs will share the Chairperson and Vice Chairperson duties.

C. Secretary

1. Terms and Duties: There shall be a Secretary, whose term of office shall coincide with that of the Chairperson. He/She shall be responsible for the keeping of the official minutes of the Commission.

Meetings and Rules of Order

A. Roll Call

1. Before proceeding with the business of the Commission, the Secretary shall call the roll of the members, and the names of those present shall be entered into the minutes.

B. Quorum

1. A majority of the voting members of the Youth Commission constitutes a quorum for the transaction of business. Adult advisors do not vote.

C. Attendance

1. Regular Meetings:
 - a) The Greater Lodi Area Youth Commission Members and Adult Advisors must prearrange regular monthly Commission meeting absences in advance.

A member (Commissioner or Advisor) absent for two consecutive regular meetings of the Greater Lodi Area Youth Commission shall forfeit such office as a Commissioner or advisor, unless absences are excused by a vote of the Commission.

2. Events:

- a) Except in the case of emergency, Commissioners are expected to be at all events. If a Commissioner is unable to make an event, a written excuse must be read at the next regular meeting to be entered into the minutes.
- b) Advisors are requested to be at every event.

3. Committee Meetings:

- a) Commissioners are expected to be at all Committee meetings. When attendance drops below the 70% level, a written warning will be mailed to the offending Commissioner. If the attendance level drops below 60%, the offender shall forfeit such office as a Commissioner.

4. Tardiness:

- a) If a member of the Commission is going to be tardy for a meeting or an event, the Chairperson and the City Liaison must be notified beforehand.

D. Minutes

- 1. Preparation: The minutes of the Commission shall be kept by the Secretary and shall be neatly typewritten in a book kept for that purpose with a record of each particular type of business transacted set up in paragraphs with property subheadings, provided, however, that the Secretary shall be required to make a record only of such business as was actually acted upon by the Commission and shall not be required to record any remarks of members or any other person except at the special request of a member, and provided further that a record shall be made of the names of persons addressing the Commission, the title of such matter to which the remarks related, and whether they spoke in support of or in opposition to the matter. Individuals may choose to not be identified by name. Any identification must be voluntary according to the Brown Act.
- 2. Distribution: As soon as possible after each meeting, the Secretary shall cause a copy of the minutes to be forwarded to each member.
- 3. Reading: Unless the reading of the minutes is requested by a member, such minutes may be approved without reading as each member has previously been furnished a copy thereof.

General Order and Conduct of Business

A. Agenda

- 1. All reports, communications, and other documents or matters to be submitted to the Commission at its regular meeting shall be delivered to the Liaison and the Liaison shall prepare an agenda of all such matters according to the Order of Business and shall furnish each member of the Commission with a copy of the same prior to the Commission meeting. The Liaison or his/her designee shall forward a copy of the agenda to the City Clerk for posting 72 hours prior to said meeting. Agendas must be at the City Clerk's Office prior to the 72 hour posting. No item may be added to the agenda subsequent to the post of same.

B. Order of Business

1. Roll Call
2. Minutes
3. Comments on Non-Agenda Items
4. Action Items
5. Regular Agenda
6. Correspondence
7. Reports
8. Announcements
9. Adjournment

C. Rules of Debate

1. Chairperson May Debate and Vote: The Chairperson may move, second, and debate from the Chair, subject only to the limitations of debate as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a member by reason of his/her acting as Chairperson.
2. Getting the Floor; Improper References: Every member desiring to speak shall address the Chair and, upon recognition by the Chairperson, shall confine himself/herself to the question under debate, avoiding all personalities and indecorous language.
3. Interruptions: A member, once recognized, shall not be interrupted when speaking unless it shall be to call him/her to order or as otherwise specifically provided. If a member, while speaking, shall be called to order, he/she shall cease speaking until the question of order has been determined, and, if in order, he/she shall be permitted to proceed.

D. Rules of Order

1. Robert's Rules: Except as otherwise specifically provided in these rules, Robert's Rules of Order as last revised shall guide the proceedings of the Commission in the conduct of meetings thereof.
2. The Commission Chair may suspend Robert's Rules of Order upon the majority vote of the Commissioners.

E. Voting

1. A vote by Roll Call shall not be required unless a Commissioner specifically requests a Roll Call after a motion is made and before the Chairperson calls for the vote. All members present shall vote. Unless a member of the Commission audibly states he/she is not voting, his/her silence shall be recorded as an affirmative vote. An audible abstention shall be recorded as an abstaining vote. A member may abstain from voting only if said member has a conflict of interest.

F. Addressing the Commission

1. General: Any person desiring to address the Commission shall first secure the permission of the Chairperson and upon permission give his/her name in an audible tone or voice prior to his/her testimony. Any person addressing the Commission shall speak only on items that are within the subject matter jurisdiction of the Commission.

2. Time: Each person addressing the Commission shall limit his/her time as may be directed by the Chairperson. The Commission reserves the right to establish reasonable time limits for discussion or debate.
3. Spokesperson for Groups: Whenever any group of persons wishes to address the Commission on the same subject matter, it shall be proper for the Chairperson to request that a spokesperson be chosen by the group to address the Commission and, in the event additional matters are to be presented by other persons in the group, to limit the number of persons so addressing the Commission so as to avoid unnecessary repetitions.
4. Discussions: No person, other than a member and the person addressing the Commission, shall be permitted to enter into any discussion with the person addressing the Commission without the permission of the Chairperson. No agenda items shall be discussed nor shall action be taken on same unless a majority of the Commission votes that the need to take action arose subsequent to the agenda being posted. If the need to take action did not arise subsequent to the agenda being posted, the item shall be referred to staff and/or it shall be placed on the next meeting's agenda for discussion and action.

G. Decorum

1. By Members. When the Commission is in session, the members shall preserve order and decorum and no member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Commission nor disturb any member while speaking or refuse to obey the orders of the Commission or Chairperson, except as provided in these rules.
2. By Other Persons: Any person making personal, impertinent, or slanderous remarks, or who shall become boisterous while addressing the Commission, shall be forthwith, by the Chairperson, barred from further audience at such meeting, unless permission to continue shall be granted by majority vote of the Commission.
3. Attire: Commissioners are to dress accordingly when attending regular meetings. No jeans, hats, sweatshirts, etc. The Commission is representing the youth of Lodi and should display themselves in a professional manner (Committee meetings may remain casual).

H. Commission Directives

1. The Commission shall from time to time by directive issued by it establish procedures for the processing of the business of the Commission within the guidelines established by the City Council of the City of Lodi

Meeting Types/Procedure

A. Regular Meetings

1. The Greater Lodi Area Youth Commission shall hold its regular meetings at 6 p.m. on the second Monday of each month at Hutchins Street Square, 125 South Hutchins Street, Lodi, California, provided, however whenever the Commission, at a regular meeting, sets a different time and place for its meetings, such meeting shall constitute a regular meeting for all purposes. An agenda for said meeting(s) shall be forwarded to the City Clerk for posting

72 hours prior to said meeting(s). When any set meeting time is canceled, the Commission must post a "canceled" meeting notice with the City Clerk for posting 72 hours prior to the canceled meeting.

B. Committee Meetings

1. Committee meetings are held once a month as needed on the fourth Monday. Committee meetings are at 6 p.m. at Hutchins Street Square, 125 South Hutchins Street, Lodi, California, unless they have been scheduled in advance to meet at another location.

C. Special Meetings

1. Special meetings may be called at any time by the Chairperson of the Commission or by a majority of the members of the Commission, by serving notice 24 hours in advance of the time, place, and purpose of the meeting upon each member of the Commission and by posting an agenda 24 hours prior to the special meeting.

D. The Brown Act

1. All meetings of the Commission shall be subject to the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Reintroduce Ordinance Amending Lodi Municipal Code, Title 16 "Subdivisions", Chapter 12 "Parcel Maps" and Chapter 16 "Final Maps"

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Reintroduce an ordinance amending Lodi Municipal Code, Title 16 "Subdivisions", Chapter 12 "Parcel Maps" and Chapter 16 "Final Maps." The ordinance is being reintroduced at this time as slight changes have been made to the wording since it was introduced at the last Council meeting.

BACKGROUND INFORMATION: The City Council, at its meeting on December 17, 2008, authorized the City Manager to execute a professional services agreement with Premier Engineering and Land Surveying, Inc., of Turlock, for the planning and implementation of a horizontal control grid for the City.

The purpose of this control grid project is to establish a surveyed horizontal grid of control points as the basis for future recorded maps and plats. The grid will primarily serve the newly annexed areas of the City that are expected to develop in the future. The grid is located throughout the City of Lodi and adjacent areas, with a concentration on the outlying areas where future expansion is expected. This project included the setting of approximately 24 control point monuments of First Order accuracy, which is the highest level of accuracy in surveying for measuring distances.

Premier Engineering and Land Surveying, Inc., has completed the field work on this project, and a Record of Survey map has been filed with the County Surveyor. The introduction of this ordinance (see attached) is necessary to amend the Municipal Code so that future developments will be required to tie all maps and plats into the City's control grid network.

FISCAL IMPACT: There will be a slight increase in cost for maintenance of permanent survey monuments.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer, and Mark Chamberlain, Senior Engineering Technician – Survey
FWS/WKF/pmf
Attachment

APPROVED: _____
Blair King, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE TITLE 16 "SUBDIVISIONS" BY
ADDING NEW SECTIONS 16.12.040 AND 16.16.030
"MONUMENTS"

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 16.12 – "Parcel Maps" is hereby amended by adding a new Section 16.12.040 "Monuments" to read as follows:

16.12.040 Monuments

Whenever, the City established GPS Network Grid is within a reasonable distance to the parcel map boundary, as determined by the City Engineer, the field survey shall reference at least two control monuments. The control monuments shall be used to establish the basis of bearing and ties to those monuments and shall be shown on the final parcel map.

SECTION 2. Lodi Municipal Code Chapter 16.16 – "Final Maps" is hereby amended by adding a new Section 16.16.030 "Monuments" to read as follows:

16.16.030 Monuments

Whenever, the City established GPS Network Grid is within a reasonable distance to the ~~parcel~~ final map boundary, as determined by the City Engineer, the field survey shall reference at least two control monuments. The control monuments shall be used to establish the basis of bearing and ties to those monuments and shall be shown on the final map.

SECTION 3. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this ____ day of _____, 2009

LARRY D. HANSEN
Mayor

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held September 16, 2009, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

APPROVED TO FORM:

D. STEPHEN SCHWABAUER
City Attorney

ORDINANCE NO. 1824

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE TITLE 16 – SUBDIVISIONS – BY ADDING
NEW SECTIONS 16.12.040 AND 16.16.030, “MONUMENTS”

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 16.12, “Parcel Maps,” is hereby amended by adding a new Section 16.12.040, “Monuments,” to read as follows:

16.12.040 Monuments

Whenever, the City established GPS Network Grid is within a reasonable distance to the parcel map boundary, as determined by the City Engineer, the field survey shall reference at least two control monuments. The control monuments shall be used to establish the basis of bearing and ties to those monuments and shall be shown on the parcel map.

SECTION 2. Lodi Municipal Code Chapter 16.16, “Final Maps,” is hereby amended by adding a new Section 16.16.030, “Monuments,” to read as follows:

16.16.030 Monuments

Whenever, the City established GPS Network Grid is within a reasonable distance to the final map boundary, as determined by the City Engineer, the field survey shall reference at least two control monuments. The control monuments shall be used to establish the basis of bearing and ties to those monuments and shall be shown on the final map.

SECTION 3. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this ____ day of October, 2009

LARRY D. HANSEN
Mayor

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1824 was introduced at a regular meeting of the City Council of the City of Lodi held October 7, 2009, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1824 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

APPROVED TO FORM:

D. STEPHEN SCHWABAUER
City Attorney